

Xceed Financial Federal Credit Union Online Business Service Agreement

We suggest you 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 Business 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 Business Service Users

This Online Business Service Agreement ("Agreement") states the terms and conditions that govern your use of Xceed Business Online 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 Business 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 Business 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 business credit or debit card issued by us.

Xceed Business Online is an Online Business Service that allows you to access all your Xceed business accounts via the Internet 24 hours a day, seven days a week. You can transfer between business accounts at Xceed. In addition, you can view transaction histories and check images, receive your statements, change our address, order checks, and much more.

The terms of this Agreement apply whenever you use the Online Business Service to transact on your business account(s.) A business account is one that is not used primarily for personal, family or household purposes.

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 Business Service and information, products or services via the Online Business Service, we make no distribution or solicitation to any person to use the Online Business Service or such information, products or services in jurisdictions where the provision of the Online Business Service and such information, products or services are prohibited by law.

We shall have the right, in 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.

Account Owners/Signers/Users

We do not offer accounts that require two or more signatures. However, at our sole discretion, if we decide to authorize such accounts, payments or transfers should not be requested from any account that requires two or more signatures. You agree not to change the account documentation to require two or more signatures until you have first notified us at the phone number or address in the paragraph entitled "Your Liability for Unauthorized Online Business Service Transactions" to terminate access to such accounts. No such change will be effective as to your Online Business Service until we receive the notice and we have a reasonable opportunity to act.

You understand that the business administrator, the individual(s) authorized to conduct transactions on behalf of the business, or designated authorized signer of your account can sign up for the Bill Payment Service. You hereby agree to indemnify, defend, and hold us harmless from acting upon the request of the business administrator, the individual(s) authorized to conduct transactions on behalf of the business, or designated authorized signer and/or user. You understand and agree that any account owner/authorized signer may designate or be designated as the business Administrator. You also understand and agree that when you sign up for Online Business Service, there may only be one business administrator assigned. The business administrator may create/edit/delete users and user settings. Once the Bill Payment Service is established, the business administrator of my 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.

Agreement; Online Business Service

When you use or access, or permit any other person(s) or entity to use or access the Online

Business 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 by electronic mail or by regular mail or by posting the updated terms on the sites within the Online Business 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 Business Service. Your use of the Online Business Service after we have made such changes available will be considered your agreement to the change.

The Online Business 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 Business Service as well as any Software. Any Software provided through the Online Business Service must be downloaded by you in the United States. You agree not to use the Online Business Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Business Service without our prior written consent. You further agree not to use the Online Business 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 Business Service, or use the Online Business Service to develop similar functionality; (b) copy any portion of the Online Business Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Business Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online Business Service; or (e) otherwise exercise any other right to the Online Business Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Business Service. No license or other right in or to the Online Business Service is granted to you, except for the rights specifically set forth in this Agreement.

You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

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 Business Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, 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 Business Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online Business 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.

Third Party Websites/Services/Links

In connection with your use of the Online Business 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 Business 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 Business 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 Business 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.

Passwords

We may at our option change the parameters for the password used to access the Online Business 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 Business Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Business Service, you agree to protect and keep confidential your Card number, account number, PIN, User Name, Password, Security Questions or other means of accessing your accounts via the Online Business Service. To the extent permitted by law: (a) The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User Names, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection, business credit line, or draws on your business 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 Names, 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 Business Service or to access or use your Card numbers, account numbers, PINs, User Names, 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 Business Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-800-932-8222.

We will provide you with a user name and entry code or password ("User Name and Password") to access the System. You agree to: (a) change your User Name and Password immediately upon initial login; (b) comply with all security procedures we provide to you in connection with the Online Business Service; (c) take reasonable steps to safeguard the

confidentiality and security of the User Name and Password, and any other proprietary property or information we provide to you in connection with the Online Business Service; (d) limit access to your User Name and Passwords to persons who have a need to know such information; (e) closely and regularly monitor the activities of employees who access the Online Business Service; and (f) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

Your User Name and Password may be changed by you from time to time. You agree to change your User Name and Password immediately if someone who has had access to the Code is no longer employed by you or is no longer authorized to use the Online Business Service. We may also require you to change your User Name and Password at any time. We may deny access to the Online Business Service without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Online Business Service or if we believe such action is necessary for security reasons.

We may process any funds transfer request we receive through the Online Business Service which includes your User Name and Password. Fund transfer requests submitted with the User Name and Password will be deemed effective as if made by you, and you will be obligated to pay us the amount of such orders, even if they are subsequently determined to be unauthorized.

You agree that you control the addition and deletion of users and the level of user authority for transactions. You agree to utilize the security and audit features provided by the Online Business Service. You can learn about security features by reviewing the additional information on the Online Business Service.

If you believe someone may attempt to use or has used the Online Business Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-800-932-8222.

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

Information Authorization

You agree that, by using the Online Business Service, we reserve the right to request a review of your business credit rating at our own expense through a credit bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a merchant or a financial institution to resolve payment-posting problems.

Business Day Disclosure

"Business Day" refers to Monday through Friday, excluding federal holidays. The Online Business Service account transactions performed Monday through Friday during regular business hours are immediately posted to your account(s). Transactions completed after regular business hours and on weekends (Saturday or Sunday) and holidays will be posted to your account(s) on the next Business Day.

Notices

You agree that by using the Online Business Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Business Service may be sent to you electronically, at our option, to any electronic mailbox we have for you, or by access to a website that we will designate in an e-mail notice we send to you at the time the information is available, 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 behalf of the business, designated authorized signer and/or user is notice to you and all other individuals authorized to conduct transactions on behalf of the business, designated authorized signer and/or users.

You understand and agree that we have the option to electronically notify you of changes in the Bill Payment Service terms and conditions. You agree to be bound by the revised terms and conditions.

New Features

We may, from time to time, introduce new features to the Online Business Service or modify or delete existing features in 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.

Online Business Service Fees

General access to the Online Business 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 Business Service. The Online Business Service fees, includes, but are not limited to, the charges listed below.

- (i) 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 Business Service.
- (ii) If you use 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.
- (iii) As an Online Business 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 business 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.
- (iv) If we process a transaction in accordance with your instructions that overdraws your account, you will be charged a fee in accordance with our Services and Fee Schedule.
- (v) 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.

Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE 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 BUSINESS 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 BUSINESS SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE BUSINESS 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 BUSINESS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. 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 BUSINESS 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.

We offer a number of Services which require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information which you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

Liability for Unauthorized Online Business Service Transactions

You are responsible for all transfers and payments that are authorized using your Online Business Service Password. If you permit other persons to use the Online Business Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE BUSINESS SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE BUSINESS SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We shall have no liability to you for any errors or losses you sustain in using Online Banking except where we fail to exercise ordinary care in processing any transaction. We shall also not be liable for any failure to provide any service if the account(s) involved is no longer linked for the Bill Payment and Transfer Services. Our liability in any case shall be limited to the amount of any funds improperly transferred from your Pay From account or From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

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 1.800.932.8222 or writing us at Xceed Financial Credit Union, 888 N Nash Street, El Segundo, CA 90245

Limitation on the Online Business Service Transactions

- 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 business 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 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.

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 Online Business Service or products which may be accessed via the Online Business 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.

Termination; Availability

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Business Service, in whole or part, at any time for any reason without prior notice, including, but not limited to, your failure to access the Online Business Service for a period of six (6) consecutive months. 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 Business Service and delete any applicable copies.

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 Business Service for a period of six (6) consecutive months, your access privileges may be cancelled. You can reinstate these privileges simply by calling us at 1.800.932.8222.

You may terminate the Online Business 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 Business Service at any time and without advance notice if you incur excessive NSF or overdraft transactions, or otherwise misuse the Online Business Service. Termination of the Bill Payment Service and/or Online Business 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 Business Service and does not necessarily close any of your accounts or other services.

Disputes

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Business 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.

Errors and Questions

In case of errors or questions about your electronic transfers or payments you should contact us as soon as you can by calling 1-888-932-8222 or writing us at Xceed Financial Federal Credit Union, Attn. Online Services, 888 N Nash Street, El Segundo, California 90245. 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 or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. Any errors reported to us will be investigated by us and we will advise you of the results of our investigation.

Binding Arbitration

You understand and agree that any and all disagreements between you and us, regardless of when they arose, will be resolved by an arbitration proceeding before a neutral arbitrator and that you are waiving your right to a jury trial or a trial before a judge in a public court. You also understand that the award of the arbitrator(s) is subject only to limited review by a Superior Court (rather than an Appellate Court) and that the Superior Court may not alter or overturn the award even if it is legally or factually incorrect. These aspects of arbitration apply to you as they do to us. Either you or us can request that a dispute be submitted by binding arbitration before a lawsuit has been filed or within sixty (60) days after a complaint, an answer, a counterclaim, or an amendment to a complaint has been served. Arbitrations, including the selection of arbitrators, will be administered by the American Arbitration Association (AAA) pursuant to its commercial arbitration rules. Arbitrations will be governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and to the extent any provision of that Act is inapplicable, unenforceable, or invalid, the laws of the state of California will govern. To find out how to initiate arbitration, you should contact any office of the AAA. If either party (you or I), fails to submit to arbitration following a proper demand to do so, that party shall bear all costs and expenses, including reasonable attorneys' fees, incurred by the other party in compelling arbitration. You and us authorize the arbitrator(s) to resolve any dispute regarding the terms of this Agreement. The arbitrator(s) can also decide whether any dispute is subject to arbitration. The arbitrator(s) may resolve any claim that all or any part of this Agreement is invalid but shall not have the power to change or alter the terms of this Agreement.

Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the Online Business Service and agree to indemnify and hold us and our 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 Business Service or the use of the Online Business Service by anyone using your Card number, account number, PIN, User Name 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.

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 Business Service.

If you provide us with your phone number, including cell phone number, as a contact for any of the products or services offered through the Online Business Service, you agree that we may call that number with service messages, including calls via an autodialer or prerecorded calls, notwithstanding any state or federal law or regulation that would otherwise prevent us from engaging in this activity without your consent.

Choice of Law; Waiver; 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.

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.

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

Duplicate Transactions

You authorize us to pay any duplicate transactions that you have directed. The Online

Business Service will not notify you of any duplicate transactions. **WE WILL NOT BE RESPONSIBLE FOR ANY PAYEE'S REFUSAL TO RETURN ANY DUPLICATE TRANSACTIONS MADE.**

Account Information

Account information provided to you as part of the Online Business 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 Business 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.

Since certain information and transactions are not processed by us until after the close of our Business Day, some transactions may not be reflected in the system until the next banking day. "Posted" items may be reversed due to insufficient funds, stop payments etc. Items may appear as paid, yet may be reversed the next day. Certain balances also may not be subject to immediate withdrawal.

Our Right to Review Funds Processing

As a sender of instructions to transfer or collect funds using the Online Business 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.

Section II: Additional Terms and Conditions Applicable to Specific Online Business Service

Definitions

As used in this Agreement, the following terms have the meaning set forth below.

- **"Bill Payment Service"** is offered through Fidelity National Information Services, Inc. (FIS) to members who use the Online Business Service. Bill Payment 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.
- **"Book Transfer"** means any Instruction to move funds electronically from one Xceed account to another, or to advance funds from an Xceed line of business credit to another.
- **"Cancelled"** means when a bill payment will neither be processed nor sent for any reason.
- **"Confirmation Number"** means the number that we send in response to your Instructions to confirm that your Instructions have been received by us for Bill Payment Service.
- **"Deliver By date"** means the date you would like your bill payment or transfer delivered to your intended recipient (i.e. Payee or your To Account).
- **"Delivery Method"** means the way your payment is transmitted to your Payee (i.e., either electronically or via check);
- **"From Account"** means the account from which a transfer is being requested by you via the Transfer Service;
- **"Future dated"** means instructions that are not scheduled to begin processing on the Current Day; only Business Days may be selected for Future Dated payments and transfers.
- **"In Process"** means that a bill payment or transfer is no longer "Pending" and it

cannot be changed or Cancelled;

- **"Instructions"** means the information provided by you to us for a bill payment or transfer to be delivered to the Payee or To Account (such as, but not limited to, Payee or To Account name, account number, and Deliver By date);
- **"Insufficient Funds Fee"** means a fee that will be assessed if your payment cannot be Funded after up to three unsuccessful attempts to withdraw funds from the Pay From account on consecutive Business Days. See the "Schedule of Fees" for complete details;
- **"Payee"** means the merchant or other person or entity to whom you designate a payment to be directed;
- **"Pay From account"** means the business share account you maintain with us from which payments will be made;
- **"Payment"** means any Instructions to pay a Payee on your behalf via Online Bill Payment Services and/or Instructions which have been processed through the Bill Payment Service, as the context requires;
- **"Pending"** means any Instruction that you have ordered to be made which has not been Cancelled by you before the Cutoff Time on the Send On date. All Future Dated bill payments and transfers are "Pending" starting from the time you enter Instructions until the respective items are "Funded." A transfer to a credit account using the Bill Payment Service is "Pending" until the Business Day following the Send On date;
- **"Processed"** means when a scheduled bill has been sent to the designated payee;
- **"Recurring "** means automatic recurring bill payments or transfers to the same Payee or To Account, respectively, for the same amount which you can authorize for transmission;
- **"Ref Number"** means the number that we send in response to your Instructions to confirm that your Instructions have been received by us for Book Transfers.
- **"Send on date"** means the date you would like your bill payment or transfer sent to your intended recipient (i.e., your Payee or your To Account).
- **"To Account"** means, the account to which a transfer is being requested by you via the Transfer Service;

General Terms Applicable to Bill Payment and Book Transfer Services

Your use of the Online Business Service to issue instructions to us to make payments (the "Bill Payment Service") and transfers (the "Book Transfer Service") or allowing another to use the Bill Payment and Book Transfer Services means that you agree to the following terms and conditions set forth in this Section. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Agreement. The addresses, telephone numbers, and other information, rights and responsibilities contained in the Bill Payment and Book Transfer Service section of this Section are limited to Bill Payment and Book Transfer Service related activities, and do not cover other types of electronic fund transfers by which you may be able to access your bank accounts except as may be specifically otherwise noted herein.

To activate the Bill Payment Service you must have an eligible business checking account with us. To activate the Book Transfer Service, you must have at least two eligible accounts with us from which you may transfer money ("funds"). The following basic features and functions are available to you and may be performed by you when you use the Bill Payment and Book Transfer Services with your Password:

- Transfer money ("funds") among your accounts linked for access through the Book Transfer Service. Note: Not all accounts are eligible to be linked for transfer via the Book Transfer Service. We reserve the right to limit transfer eligibility to certain types of accounts and to change such eligibility from time to time.
- Advance from your business line of credit accounts to other accounts linked for access through the Book Transfer Service. Note: Credit advances taken on your business line of credit accounts using the Book Transfer Service will be treated as extensions of credit under your business credit agreement with us, and subject to all restrictions and limitations contained

therein. Additionally, notwithstanding anything in this Agreement to the contrary, you may not use a business line of credit account to initiate a payment to the same business line of credit account or any other loans you may have with us.

- Make payments from your business checking account, to selected Payees of your choice located within the United States (certain payments are excluded as set forth herein). You agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your accounts and other products that may be accessed via the Bill Payment and Book Transfer Services, including without limitations, your Business Membership and Account Agreement, business vehicle, installment loan, or business line of credit agreements.

Statements

All of your payments and transfers made through the Bill Payment and Book Transfer Services will appear on the statement for your respective accounts.

Disclosure of Account Information to Third Parties

We may disclose information to third parties about your account or the bill payments and transfers you make:

1. as necessary to complete transactions.
2. in connection with the investigation of any claim you initiate.
3. to comply with government agency or court orders.
4. in accordance with your written permission.
5. as otherwise permitted by law or by the terms of our privacy policy.

Cutoff Times

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. Instructions entered after the Cutoff Time with a Send On date that is the next Business Day may start to process immediately and will be Funded prior to the Send On date.

"Cutoff Time" means 6:00 PM Pacific Standard Time on any Business Day for a Book Transfer; 7:00 PM Pacific Standard (9:00 PM Central) Time on any Business Day for bill payments. It is the time by which we must receive Instructions to have them considered entered on that particular Business Day. You may cancel Bill Payment Instructions until the Cutoff Time on the Send On date. Expedited bill payment "Cutoff Times" are dependant upon the merchant receiving the payment. You may cancel scheduled Book Transfers on the day preceding the Send On date.

Recurring Bill Payments and Book Transfers

Recurring payments and transfers that are for the same fixed amount each month will be sent on the same calendar day of each month, or on the next Business Day if the regular Send On date falls on a non-Business Day. Recurring payments will be deducted from your Pay From account, and Recurring transfers from your From Account, on the Send On date. In order to authorize a Recurring payment or transfer, you agree to have a printer or other means to obtain a printed copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Recurring transaction on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

NOTE: If you are using the Book Transfer Service to schedule a Recurring transfer in order to pay your line of business credit, or business vehicle loan, you are responsible for updating any changes to the monthly payment amount.

Book Transfer Service

(i) To use the Book Transfer Service, you must maintain at least two eligible accounts with us, among which you may transfer funds - up to (A) your available balance; or (B) your business

credit limit;..

(ii) 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 business line of credit in your From Account on the Send On 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 On 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 will send you a secure message advising you of the failed attempt to charge your From Account.

(iii) Transfers to or from business share accounts held by us: Current Day transfers to or from business share accounts held by us that are made before the Cutoff Time will be effective immediately and the transferred funds will be available the same day. Funds transferred to business share accounts held by us and made after the Cutoff Time or on a non-Business Day may not be available for immediate cash withdrawal at ATMs and for online payments and transfers, until the next Business Day. The Deliver By date for any transfer received by us prior to the Cutoff Time will reflect a Current Day Business Day and any transfer received by us after the Cutoff Time or on non-Business Days will reflect the following Business Day's date. The Send On date will be the same as the Deliver By date. Transfers from business share accounts held by us will be deducted from your From Account on the Send On date as soon as you receive the Ref Number from us. Recurring transfers will be paid on the same calendar day of each transfer period, or on the next Business Day if the regular Send On date falls on a non-Business Day. However for Recurring transfers which are scheduled for month-end, the transaction will be processed on the closest business day. For example, if the scheduled date is a Saturday, the transaction will be processed on Friday, but if the scheduled transaction falls on a Sunday, the transaction will be processed on the next business day. Future Dated transfers (including Recurring transfer(s) from business share accounts held by us) will be deducted from your From Account on the Send On date

(iv) Transfers to business loans held by us: Transfers to business loans 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 , business vehicle and business credit accounts held by us. Money 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 business loans held by us are reflected in the business share account as soon as the transfer request is received by us and will be reflected in the outstanding balances of the business loan immediately.

(v) Transfers from business line of credit held by us: Current Day money transfers from business 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 Service is subject to the terms of your existing business credit agreements with us. Future Dated and Recurring transfers cannot be made from business credit accounts with us.

Bill Payment Services

(i) Description of Services: To use the Bill Payment Service you must maintain a business checking account with us and designate one of your eligible accounts with us as your funding account. As a Bill Payment Service subscriber, you can arrange, at your option, for the payment of your current, future and recurring bills from your funding account. You may select Payees located within the United States to pay using Bill Payment Services, subject to our and the Payee's approval with the following exceptions: You further agree not to use the Online Business 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. The minimum payment allowed through the Bill Payment Service is normally \$1.00. Per transaction and daily aggregate transaction limitations apply. To use the Bill Payment Service you must provide sufficient information online to us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by the Bill Payment Service screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Instructions that we receive through the Bill Payment Service. You further authorize us to update or change any of your Payee information as requested or provided by your Payee. When we receive a payment Instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your Pay From account. You authorize us to charge your designated Pay From account for all payments that you authorize through the Bill Payment Service. We and any agent used by us in connection with the Bill Payment Service is authorized to prepare Drafts drawn on your Pay From account and/or electronically debit your Pay From account for the purpose of making payments. We are authorized to accept any Draft drawn on the Pay From account on presentment and charge the Pay From account even though it does not bear your signature where such Draft has been issued as part of the Bill Payment Service. Such Drafts may originate from us or any financial institution in the United States used by us or any of our agents.

(ii) WE SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES.

(iii) Your responsibilities: You agree to have sufficient available funds or available business credit in the Pay From account on the Send On date for transactions you schedule. We will not be obligated to follow any Instructions unless and until there are sufficient (A) available funds in your Pay From account (including any overdraft protection account supporting your Pay From account) . Please note that if you have overdraft protection, the funds in your protecting accounts maybe included in the determination of available funds; in the event that there are insufficient available funds to cover a payment and you have Overdraft Protection, the funds in your protecting account are eligible for protection of items initiated via the Service. If there are insufficient available funds to cover an Expedited payment, we may attempt to collect the funds up to two (2) additional times. If on the morning of the Send On date of a Future Dated payment there are insufficient available funds in your applicable account to complete the scheduled payment, we may reject the request, or accept the request and process the payment for delivery (even if such payment processing causes you to exceed your overdraft limit or overdraw your account). In the alternative, if sufficient available overdraft limit or funds are not in your account on the Send On date, we will automatically try to debit your account up to two (2) more times on the two (2) succeeding Business Days. An Insufficient Funds Fee will be assessed (see the Schedule of Fees). We will send you a secure message advising you of each failed attempt to debit your Pay From account. . You agree that we may, at our option, follow your Instructions to make payments to a named Payee, even though a charge to or a debit from your Pay From account may cause you to exceed your overdraft limit, or bring about or increase an overdraft. In the event of an overdraft to your Pay From account, we may charge any other of your accounts for the amount of the overdraft.

(iv) Because your payment Instructions is transmitted to us on your computer, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment. For this reason, we recommend that you contact your Payees to ensure that you have the right

address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.

(v) Delivery Method: We remit two types of payments on your behalf to your Payees – electronic and paper check. If your Payee is capable of receiving payments electronically, we make every effort to transmit your payment electronically so that payments are received by the Payee as quickly as possible. Other Payees are not capable of accepting electronic payments and those Payees are paid by a paper check issued on your behalf. The Bill Payment Service screens will indicate the Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive.

The Delivery Method for a Payee is subject to change from time to time thereafter. We will withdraw the applicable funds from your designated Pay From account on the Send On date to cover your Bill Payments. Please allow adequate time for your Payee to receive and post your payment prior to making any inquiries.) Electronic payments and paper check payments will be withdrawn on the “Send On” date. The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check. Additionally, if a Payee no longer accepts electronic payments, the Send On Date will be changed to five (5) Business Days before the Deliver By date for all subsequent payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all subsequent payments. In addition, if an electronic payment is undeliverable the payment may be Resubmitted by check. We will notify you via email of a change to a Delivery Method for Pending payments you have scheduled if that change results in a Delivery Method that increases the delivery time of your payment, otherwise you will not be notified of Delivery Method changes. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was Sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result.

While it is anticipated that most transactions will be delivered by the Deliver By date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. **FOR THIS REASON, YOU NEED TO SELECT A “SEND ON” DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.**

(vi) Canceling Payments: You may cancel any Pending payment via the Bill Payment Service if you do so no later than the Cutoff Time, on the Send On Date. You may stop a check payment after the Cutoff Time has passed. (See the Schedule of Fees.)

If you initiate a bill payment which creates an overdraft, the Bill Payment Service account will be blocked from access. All payments in Bill Payment Service are SUSPENDED during the blocked period. If the payment is by check, and the check has not cleared, the Bill Payment Service may stop the check. If the payment was electronic, the Bill Payment Service provider will attempt to collect funds up to three times, and an insufficient funds fee will be collected for each attempt where the funds are not available in the account.

(vii) Cancellation of Your Bill Payment Service: To cancel the Bill Payment Service, you must first cancel all Pending payments; your Bill Payment Service cannot be cancelled if there are payments Pending. Once you have Cancelled any Pending payments, you can cancel the Bill Payment Service by writing to us at 888 N Nash Street El Segundo, CA 90245 or by sending us a secure email message through The Online Business Service. When you call us, we will require you to put your request in writing. When you cancel the Bill Payment Service, you will no longer be able to access any of your Bill Payment Service features, including without

limitation, Payee and prior payment information and you will be responsible for paying your bills by other means. You will not receive a refund of any service fee if your Bill Payment Service is cancelled. Such notice will serve to cancel your Online Business Service only, not your account relationships with us. It is your responsibility to cancel any Future Dated transfers prior to closing your account. You are liable for the payment of any future dated transfers that may have been scheduled prior to the closing of your account.

Cancelling/Stopping Payment and Transfers

Book Transfer Service

In view of the immediate posting of the Book Transfer Service, you may not cancel any Book Transfer Service transactions, other than Future Dated Book Transfer, which you may cancel anytime prior to the Processed date. You may cancel or edit scheduled Book Transfer (including recurring Book Transfer) if the payment/transfer has not yet been Processed. To cancel any of your Future Dated Book Transfer, simply select "Delete" next to the transfer in the "Pending Payments" section of the "Transfer Funds" summary screen

Bill Payment Service

You may cancel or edit scheduled payment (including recurring payments) on Bill Payment Service transactions if the payment has not yet been Processed. To cancel any of your scheduled bill payments, simply select "Cancel" next to the payment in the "Pending Payments" section of the "Make Payments" summary screen. For bill payments sent by paper check, you may stop a check payment after the payment has been Processed, as long as the check has not been paid. This is not a confirmation that your Payee will accept the reversal request.

If you have questions regarding cancelling or stopping payment you may call us at 1.800.932.8222 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 Services and Fee Schedule.

Stale Dated Payments

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, our processor will return the funds to us, usually within 3-5 days, and upon receipt thereof, we will notify you and immediately credit your Pay From account. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period.

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