



Online Banking Agreement

Effective-9/27/24

This Online Banking Agreement (“Agreement”) for accessing your accounts and loans via OceanAir Federal Credit Union's online banking website (“Online Banking”) explains the terms and conditions governing the online banking services offered through Online Banking via our website, including without limitation bill pay services, external transfers, internal transfers, mobile banking, mobile deposit, text banking, and alert services (collectively, “Service(s)”); some of which may require separate enrollment and have additional terms of use. OceanAir Federal Credit Union may, from time to time, introduce new Services and we will update our website to include them. As used in this Agreement, the words “you” and “your” refer to any user of the Service(s). The terms “OceanAir,” “we,” “us,” “our,” and “Credit Union” refer to OceanAir Federal Credit Union. This Agreement is given by the Credit Union in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR Part 1005) to inform you of certain terms and conditions for use of the Services described in this Agreement.

1. Acceptance of Agreement: When you use, access, or permit any other person(s) to use or access, any of the Services, you agree to abide by the terms and conditions of this Agreement in its entirety, as may be amended from time to time. By clicking “I Agree” below or using the Service, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. We may amend or change this Agreement at any time, as determined in our sole discretion. Where required by applicable law, we will notify you of such changes by email, regular mail, or by posting the updated terms on our website. If you use the Services after the effective date of a change, your use indicates your agreement with the change(s). A copy of the most current Agreement will be available in Online Banking. We ask you to please review the Agreement regularly. If, at any time, you do not agree with the terms and conditions of the Agreement, please discontinue your use of the Services.

2. Other Agreements: In addition to this Agreement, in connection with your use of the Services, you may be subject to, and/or required to agree to, account agreements, guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post in Online Banking or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through the Services, you will be subject to and/or required to agree to, separate end user agreements governing or relating to such features, products or services. All such account agreements, guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, “Additional Agreements”), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings, or other deposit accounts, loan, line of credit and credit card accounts, and any other accounts that you may view, modify or otherwise access while using the Services; fee schedules; our electronic fund transfer agreement and disclosures; our online bill payment authorization and agreement; and your signature card. When you access accounts online, or initiate transactions and/or requests using Online Banking, this does not change the agreements you already



have with us on those accounts. If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement, the terms and conditions of the specific Service

shall govern as to that particular Service unless expressly stated herein. Notwithstanding anything to the contrary, the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement. For example, when you use Online Banking to access your share draft account, you do so under the terms and conditions in the Truth-in-Savings Disclosure and Membership Agreement for the account. You should review those agreements and schedule of fees for any applicable fees, for limitations on the number of transfers you can make, and for other obligations and restrictions, which might impact your use of an account with Online Banking.

3. Service and Security Features: Subject to the terms and conditions of this Agreement, Online Banking allows you to do the following, as may be amended from time to time:

- a. Transfer funds between your linked OceanAir accounts on either a one-time or recurring basis, including making payments to a linked installment loan
- b. Transfer funds from your linked OceanAir accounts to most OceanAir accounts of other members
- c. Make bill payments through our bill payment service
- d. Apply for loans
- e. Obtain account balance and certain other account information for your OceanAir accounts (including share draft, share or other deposit accounts and loan accounts)
- f. Review transaction information on your accounts
- g. Download certain account transactions to your personal computer
- h. View online statements
- i. View online check images
- j. 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 ID, username and password
- k. Send us secure online messages and questions regarding your account.

In our sole discretion, we may, from time to time, introduce new features to Online Banking 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. Hours of Availability, Banking Days: You can generally access the Services through Online Banking 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. However, the Credit Union makes no guarantee that the Services will be uninterrupted or error-free. At certain times, some or all of the Services may not be available due to system maintenance or unscheduled emergencies. During these times, you may visit an OceanAir branch, OceanAir ATM or other CO-OP ATM to conduct your transactions. Our business days are Monday through Friday except for federal banking



holidays. Hours and branch locations are subject to change without prior notice. Please inquire with specific branches or visit our website for our business hours.

5. System Requirements: You are solely responsible for obtaining, installing, maintaining and operating all software, hardware and/or other equipment (collectively, "Equipment") necessary to access and/or use the Services, as further described below:

- a. Standard computer with at least 1-GHz processor and 1 GB of RAM and current OS version
- b. Internet capable device (i.e. computer, mobile telephone, tablet) ("Access Device") with internet connection (Cable, DSL, ISDN, etc.)
- c. Internet browser with 128-bit encryption
- d. Up to date browser version from major providers (i.e. Chrome, Internet Explorer, Safari, etc.)
- e. A valid email address and telephone registered number with the Credit Union
- f. The ability to store cookies on your device. Note: Some anti-virus software may hinder device registration, which may cause usability issues.

Further, you are responsible for obtaining and maintaining Internet services from the Internet service provider of your choice, which includes responsibility for any fees and costs imposed by such Internet service provider or related service providers. These responsibilities include, without limitation, your utilizing up to date web-browsers, Access Devices and best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge that there are certain risks associated with using open networks such as the internet including security, corruption, transmission error, and access availability risks and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Equipment and Access Devices used to access the Services, and for the transmission and receipt of information using such Equipment. We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or your Equipment and/or Access Device nor are we responsible for notifying you of any upgrades, fixes or enhancements or for providing technical or other support for your Equipment and/or Access Device. You understand that your use of Access Device is susceptible to viruses and other security threats. You are solely responsible for making sure your Access Devices and Equipment are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your Access Device, Equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DAMAGE CAUSED BY OR RELATED TO YOUR EQUIPMENT, HARDWARE OR SOFTWARE COMPONENTS, INTERNET SERVICES OR THE INTERCEPTION BY A THIRD PARTY OF ANY PERSONAL INFORMATION AND/OR SENSITIVE INFORMATION ACCESSED VIA ONLINE BANKING.

6. Account Access Information: You understand and agree that in order to use the Services, you must have an account in good standing with the Credit Union. Prior to accessing your accounts for the first time, you must enroll in the Online Banking Services by completing the registration form online and defining your login ID and password. To protect your accounts from unauthorized access, when you login to Online Banking for the first time, you will be asked to select the contact method (text, call, email) that we may use to authenticate your identity and provide a one-time secure access code. You agree to be



responsible for using the “Update Profile” function in Online Banking to maintain and update your registered phone number, email address and preferred contact method, as needed. Finally, you will be

prompted to register the Access Device that you will be using to access the Services. Each time you login to Online Banking from an Access Device not previously registered, you will be required to enter a one-time access code before you can access your accounts. This collective process is referred to as the Enhanced Login Security Process. The Online Banking registration process and/or security features may change from time to time upon notice to you at the time of login to Online Banking or by amendment to this Agreement. After you have completed the registration process, entered your login ID and password, and completed the Enhanced Login Security Process, you may access Online Banking.

7. Passwords: In our sole discretion, we may change the parameters for passwords used to access the Online Banking Services without prior notice to you. If we do so, you will be required to change your password the next time you access Online Banking. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Services, you agree to protect and keep confidential your card number, account number, PIN, access code, password and any other means of accessing your accounts via the Online Banking Services. The loss, theft, or unauthorized use of your card number, account number, login ID, PIN, access code, password, or other means to access your account (“Account Information”) could cause you to lose some or all of the money in your accounts, including draws on your credit card or courtesy pay amounts. Additionally, it could permit unauthorized persons to gain access to your sensitive personal and account information and to use such information for fraudulent purposes. If, at any time, you believe that your Account Information has been lost or stolen or the Online Banking Services have been used or accessed without your authorization, you agree to notify us immediately by calling 800-477-2890 between the hours of 9:00 a.m. and 6:00 p.m. Mon, Tues, Thurs, Fri and 10:00 a.m. and 6:00 p.m. Weds and 10:00 a.m and 1:00 p.m. Saturdays. Your login ID and password are established for security purposes. You understand that you cannot use the Services without a login ID and password. YOU AGREE THAT USE OF THE LOGIN ID AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. YOUR PASSWORD ACTS AS YOUR SIGNATURE. All transactions affected by use of the Services 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 login ID and password(s) or as otherwise authorized under this Agreement. You understand that if you disclose your Account Information to any person(s), you have given them access to your account(s) via the Services including the ability to review all of your personal and financial information and to engage in account transactions. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or that person initiates with fraudulent intent are also authorized transactions. In such instances, you assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your accounts and for use of any of your personal and account information by such person(s). We are entitled to act on all transaction instructions received using your login ID and password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your Account Information in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your login ID and password. You will be responsible for



any transactions made by such authorized persons up to the time you notify us of the revocation and the login ID and password have been changed. If you fail to maintain the security of your login ID and/or password and the Credit Union suffers a loss as a result, we may terminate your access to

the Online Banking Services immediately, as determined in our sole discretion. If you voluntarily subscribe to a third-party account aggregation service where your selected OceanAir deposit and/or loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your OceanAir login ID and password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your OceanAir account(s).

8. Preventing Misuse of Your Account: Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statements upon receipt. If you find that your records and ours disagree, you must immediately call us. The login ID and password that is used to gain access to the Online Banking Services should be kept confidential. For your protection, sign off after every session and close your browser to ensure confidentiality. To maintain the security and privacy of your account, we recommend that you periodically change your password. Further, we recommend that you memorize your password and do not write it down. You are responsible for keeping your login ID, password, account numbers and other Account Information confidential. Neither OceanAir nor any company affiliated with OceanAir will contact you via email or phone requesting your Online Banking login ID or password. If you believe that your password OceanAir or any other Account Information may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately.

9. Joint Account Holders: The terms of this Agreement extend to all joint account owners. All joint account owners must be owners (signers) on the designated joint account and each account owner should have a unique login ID and password. Each account designated for Online Banking can be accessed via Online Banking by any one of the joint owners, and you agree that we may act on the verbal, written or electronic instructions of any joint account owner or authorized signer. If you use the Services to access an account you jointly own with another member, access and transactions by any one such member through the Services will be considered authorized by all account owners. Any account owner may discontinue his/her own use of the Online Banking Services.

10. Service Fees: You may generally access the Online Banking Services provided to you at no additional cost. However, you may incur additional fees if you obtain some of the products or services available through the Services. For example, if you request an advance from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. Please refer to the Schedule of Fees for further information about such fees. We reserve the right to add or modify any such fees provided that we notify you of such changes if required by applicable law. Any fees charged will be deducted from your either checking account or savings account. At all times, you remain responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.



11. Payments and Transfers:

Bill Pay: We offer bill pay services to make one-time or repeating payments to individuals, entities, companies or merchants in order to pay your bills ("Bill Pay Services"). Should you elect to use the Bill Pay Services, you agree to abide by the terms and conditions of the "Bill Pay Service Agreement", in

addition to the terms and conditions contained in this Agreement. The terms and conditions of the Bill Pay Service Agreement can be viewed when you first register for the Bill Pay Services and can also be found in Online Banking. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Bill Pay Service Agreement, the terms and conditions of the Bill Pay Service Agreement shall govern as applicable to the specific Bill Pay Services.

General Terms Applicable to Electronic Transfers:

Authorization: You authorize us to charge your designated account for all transfers of funds that you initiate through Online Banking and you agree to have sufficient available funds or available credit in your account on the date such transfer is to be performed. You authorize to select any means to execute your funds transfer request including Automated Clearing House ("ACH"). You understand and agree that you will be bound by the rules and regulations that govern the applicable funds transfer systems, including ACH rules as published by the National Automated Clearinghouse Association.

Type of Transfers: You may set up transfers to occur in two ways: one time only or on a recurring basis. The date the debit is scheduled to take place is known as the "Send Date". You may specify a Send Date up to 12 months in advance. One-time transfers may be immediate or scheduled for a future Send Date. Recurring transfers OceanAir may be used to set a fixed dollar amount to be transferred at regular intervals (i.e. on the 31st of every month, every two weeks, etc.) for a set length of time (i.e. perpetual, a set number of transfers, etc.). Recurring transfers with no ending date shall continue until you instruct us to stop. For External Transfers, any recurring Send Date that falls on a non-business day will be processed on the next business day. At all times, we reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

Internal Transfers: Internal transfers are those transfers between linked and eligible accounts held at OceanAir ("Internal Transfers"). Internal Transfers may be limited by dollar amount and/or frequency. The amount of your limit is established at our sole discretion and will be disclosed to you at the time of your transfer. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using Internal Transfers. Internal Transfers will be processed on all business and non-business days. If you designate an Internal Transfer as an immediate one-time transfer, your transfer will be processed immediately during your online banking session, provided that you have sufficient available funds in the designated account. If you do not have sufficient available funds for an immediate one-time transfer, your transfer will be rejected during your online banking session, and nothing further will happen (unless the transfer is to an OceanAir loan account). If you have selected a Send Date in the future or established a recurring transfer, your transfer will be processed on the selected Send Date(s). If you do not have sufficient available funds by 9:00 a.m. PST on the Send Date(s) to transfer the full amount designated, our system may automatically transfer any amount available, but will not attempt to re-process the remaining difference. For Internal Transfers



to an OceanAir loan account, if you do not have sufficient available funds during your session to transfer the full amount designated, our system will transfer the funds that are available and will automatically attempt to reprocess the remaining amount until the funds are available. Transfers made from credit accounts are treated as cash and/or loan advances and are subject to the terms and conditions of the applicable credit agreement.

External Transfers:

General: External transfers are those transfers between OceanAir accounts and other personal accounts at other financial institutions ("External Transfers"). External Transfers may be used for:

- a. Transfers from your OceanAir account to your account at another financial institution
- b. Transfers from your account at another financial institution to your OceanAir account
- c. Payments from another institution to your OceanAir loans (with the exception of credit cards)

Eligibility: To be eligible for External Transfers, you must be at least eighteen (18) years old, have a share draft account open at OceanAir for thirty (30) calendar days or more, be a member in good standing, and be an owner of the account at the other institution. Businesses are not eligible to use External Transfers.

Account Validation for External Transfers: You authorize us to validate any external account in a manner selected by us, including through the use of micro-deposits. If we choose to utilize micro-deposits to verify the external account, two low value deposits will be transferred into and debited out of your designated external account. Once the micro-deposits are complete, we may ask you to access your external account at the other financial institution to tell us the amount of the two micro-deposits or any additional information reported by your financial institution with these micro-deposits. We may also verify external accounts by requiring you to submit proof of ownership of such external account. If you are unable to provide validation of an external account, you will not be permitted to conduct External Transfers using such external account.

Accounts: By using External Transfers, you represent and warrant that the external account is a United States account and that you have the right to authorize and permit us to access your external accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information, you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit us to use information submitted by you to accomplish these purposes. For as long as you are using External Transfers, you give us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the external accounts, effect funds transfers as described above, and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to external accounts, as fully as you might or could in person. Once we have actual knowledge that you wish to cease using External Transfers as provided in this Agreement and have a reasonable opportunity



to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. You understand and agree that at all times your relationship with each financial institution or other provider besides OceanAir is independent of your relationship with us and your use of External Transfers. We will not be responsible for any acts or omissions by the financial institution or other provider of any external

account, including without limitation any modification, interruption or discontinuance of any external account by such financial institution or provider. You agree that we shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the external accounts; (2) our debit and/or credit or inability to debit and/or credit the external accounts in accordance with your funds transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the external accounts; (4) any fees or charges imposed by any other financial institution or provider besides OceanAir; and (5) any funds transfer limitations set by the financial institution or other providers of the external accounts. Not all types of accounts are eligible for funds transfer. We reserve the right to decline the use of any external account that we believe may present a risk to us. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the financial institution or other provider of your external account or those imposed by applicable law.

Transfer Processing and Limitations:

Timing: External Transfers will only be processed on business days. Generally, External Transfers requested after 10:00 a.m. PST on a business day or on a non-business day will be considered received on the following business day. When establishing a transfer, External Transfers will display the earliest estimated Send Date available. We process one-time and recurring transfers once per business day. Following the debit from your OceanAir account, the transfer will take approximately 2-4 business days to complete. **Timing for Scheduled or Recurring Transfers.** Scheduled or recurring transfers that are set for a non-business day shall be processed on the next business day. All other scheduled or recurring transfers shall be processed on the selected business day.

Sufficient Funds: For External Transfers, you must have sufficient available funds in the designated account at 2:00 p.m. PST on the Send Date (the "Cut-Off Time") for us to properly process your transfer instructions. Amounts subject to hold pursuant to our hold policy, amounts pledged as collateral, and other funds subject to restrictions on withdrawal are excluded from the available balance in an account. If sufficient funds are not available in the designated account on the designated Send Date by the Cut-Off Time to transfer the full amount designated, our system may automatically attempt to re-process the External Transfer for the full amount designated until the funds are available.

Frequency: We do not generally limit the number of funds transfers you may make; however, we may from time to time modify the frequency of External Transfers for security reasons. In addition, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable accounts as may be specified in the Truth-in-Savings Disclosure or other agreements.



Dollar Limits: External Transfers are limited by dollar amount and frequency. The limitation includes a per payment limit, daily limit and an aggregated total limit for a thirty (30) calendar day period. The amount of your limit is established at our sole discretion. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using External Transfers.

Declining Transfers: We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests. We do not guarantee all transfer requests will be processed without interruption.

Right to Cancel External Transfers: You may not cancel or stop an External Transfer that is already in progress. For one-time transfers designated with a future Send Date and recurring transfers, you may cancel any transfers as long as we receive the cancellation or stop request before the Send Date or next schedule recurring transfer. For recurring transfers, you can choose to cancel the entire recurring payment schedule or only the next scheduled transfer. If you choose to cancel the entire recurring payment schedule, all future transfers will be cancelled and you must reschedule any recurring payments you want to occur in the future.

Loan Payments: You may use External Transfers to make payments to your loans at OceanAir with the exception of credit cards. You are responsible for canceling recurring transfers after a loan is paid in full. Recurring transfers are not recommended to make payments to loans with fluctuating payment amounts such as Home Equity Lines of Credit or Personal Lines of Credit.

In case of Errors or Questions about your electronic Transfers: In case of questions or errors about transfers initiated through Online Banking, including Internal Transfers, External Transfers or Bill Payments, you should either send us a secure message through Online Banking after signing on with your login ID and password to a secure session, or contact Member Services at (800) 477-2890 or via written notice at OceanAir Federal Credit Union, 2151 E. Gonzales Rd, Oxnard, CA 93036. Please contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. In the event of errors or problems, we must hear from you no later than sixty (60) days after we sent the FIRST paper or e-Statement on which the problem or error appeared. When you tell us about the problem, please:

- a. Tell us your name and account number (if any).
- b. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or what additional information you need.
- c. Tell us the dollar amount of any suspected error.
- d. For Bill Pay, tell us the share draft account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- e. For an External Transfer, tell us the sending and receiving account numbers, date the External Transfer was initiated, and the transfer amount.



If you notify us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint(s) or questions(s) in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale (POS), or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Your account is considered a "new account" for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results of our investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

Your liability for Unauthorized Transactions on your Account:

Personal Accounts Only: The provisions in this Section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Consumer Financial Protection Bureau's Regulation E. We may, when applicable, rely on any exceptions to the provision in this Section that are in Regulation E. You are responsible for all transfers you authorize using the Services under this Agreement. If you authorize other persons to use your login ID and password, you are responsible for any transactions that such persons authorize or conduct on any of your accounts, even if that person exceeds your authority. However, TELL US at once if you believe your login ID or password have been lost or stolen, or if you believe that an electronic fund transfer into or out of your account has been made without your permission, or you suspect any fraudulent activity on your account. Telephoning us is the best way of minimizing your potential losses. A written notification to us should follow your telephone call. The unauthorized use of your Online Banking Services could cause you to lose all of your money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your login ID or password, you can lose no more than \$50 if someone accessed your account using your login ID or password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your login ID or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows



transfers that you did not make, including those made by login ID, password or other means, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed or delivered 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 making the transfers if you had told us in time. If you can document that a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

Business Accounts and other Non-Personal Accounts only: You are liable for any unauthorized activity on your account unless the unauthorized activity is the result of our negligence or misconduct. Tell us at once if you believe anyone has accessed your accounts without your authority. Calling us is the best way of minimizing your potential losses. A written notification to us should follow your telephone call. If you believe your login ID and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us IMMEDIATELY. The Electronic Funds Transfer (EFT) Act and its implementing regulation Federal Reserve Regulation E, and hence the error resolution and liability protections applicable to consumers which may be listed on or with any periodic statements or other documents you receive from us, do not apply to accounts maintained for business purposes.

Contact Information: If you believe your login ID or password have been lost or stolen or that someone will or may use it to transfer money from your account without your permission, you must telephone the Credit Union at (800) 477-2890 or write to us at: OceanAir Federal Credit Union, 2151 E Gonzales Road, Oxnard, CA 93036. You should also call the number or write to the address listed above if you believe a transfer has been made without your permission

Our Liability for Failure to Make or Complete Electronic Payments or Transfers:

If we do not properly complete a transfer to or from your OceanAir account on time, for the correct amount, and/or to or from the account specified according to your transfer instructions and our Agreement with you, we will be responsible for your losses, as further described below, but in no event will we be liable for any special or consequential damages, unless required by applicable law. However, there are some exceptions. For instance, we will not be liable in the following circumstances:

- a. If, through no fault of ours, you do not have enough available funds in your account to make a transfer (including Internal Transfers, External Transfers, or through the Bill Pay Services).
- b. If you provide an incomplete or incorrect login ID or password, or you answer security questions incorrectly, or you do not enter a correct passcode supplied by OceanAir to authenticate your identity, or because your login ID or password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or OceanAir instructions for making transfers or using the Online Banking Services.
- c. If the funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment.
- d. If a legal order directs us to prohibit withdrawals from the account.
- e. If your account is closed or if it has been frozen. If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- f. If we 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)



- g. If you, or anyone you allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- h. If any electronic terminal, telecommunication device or any part of the electronic funds transfer system was not working properly and you knew about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred.
- i. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a Bill Payment or External Transfer.
- j. If our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system.
- k. If you make an error in keying your deposit through the Services (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result).
- l. If the payee mishandles or delays a payment sent through the Bill Pay Services.
- m. If delays in processing and/or payment are caused by third-party software and/or services;
- n. If circumstances beyond our control (such as fire, flood, earthquake, computer system failure, telecommunication outages, postal strikes, equipment, power failure or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

There may be other exceptions and we may establish other exceptions in addition to those not 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 CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICES, AND/OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER OR TELEPHONE SERVICE; THE DISCONNECTING OF YOUR TELEPHONE SERVICE BY YOUR TELEPHONE COMPANY OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM OR TELEPHONE SERVICE.



Transfers from Non-Transaction Accounts: Regulation D (12 CFR, Part 204) imposes limits on the number of certain types of transfers and withdrawals you can make each month from a savings, share, money market, or other non-transactional account. For these types of accounts, we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response or online banking transfers to another of your accounts or to the account of any other person or organization during each calendar month. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you exceed, or attempt to exceed, these limitations, we may refuse or reverse the excess transfer requests, impose a fee (see the Schedule of Fees), and/or reclassify or close the account (and your account will no longer earn interest). Transactions that are not covered by these limitations include: (1) transfers from your account to pay a loan with us; (2) transfers to your other accounts with us; (3) withdrawals (payments directly to you) from the account when such transfers or withdrawals are made by mail, messenger, ATM or in person; and/or (4) withdrawals made by telephone if a check is mailed directly to you.

Each transfer or payment through the Online Banking Services from your share, savings, money market, or other non-transactional account is counted as one of the six (6) limited transfers you are permitted each calendar month. We recommend that you not use a share, savings, money market, or other non-transactional account as your bill payment account because of these limits on transfers.

We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Preauthorized Electronic Funds Transfers:

Stop Payment Rights & Procedure: If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s), and such transfer has not yet been paid, you may stop payment of these preauthorized transfers from your account. A stop payment may not be placed on an External Transfer already initiated through Online Banking. Please refer to the Section titled External Transfers for additional information regarding the right to cancel External Transfers. You must telephone us at 800-477-2890 or send us a written notice at OceanAir Federal Credit Union, 2151 E. Gonzales Rd., Oxnard, CA 93036, at least three (3) business days or more before the scheduled date of a preauthorized transfer. If you cancel a transfer instruction for a future recurring payment, your request must specify whether the cancellation applies to only one particular transfer, or to all future transfers in the series with respect to that instruction. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. You may place a stop payment request for a single transfer and future recurring transfers by accessing the Service and following the instructions for stop payments. If you cancel an instruction for future recurring payments through the Service, the cancellation will be effective for all future transfers in the series with respect to that instruction.

Notice of Varying Amounts: If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will



be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transactions: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Stop Payments: If a check written on your account, ACH debit, or electronic transaction initiated by the use of a check (e.g., point of sale "POS", etc.) has not yet been paid, any authorized signer on the account and/or any individual authorized to access your account through Online Banking or our audio response telephone system, may be able to prevent its being paid by initiating a stop payment order, irrespective of who signed the check or how many authorized signatures were required on the check. A stop payment may not be placed on an External Transfer already initiated through Online Banking. Please refer to the Section titled External Transfers for additional information regarding the right to cancel External Transfers.

To be effective, a stop payment must be received in sufficient time to enable us to act on it. For electronic (ACH) transactions we must receive your request three (3) business days or more before the payment is scheduled to be made. For Bill Pay transactions we must receive your request three (3) business days or more before the payment is scheduled to be made. Our records will be conclusive evidence of the existence and details of any stop payment initiated by you. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. A verbal stop-payment order may cease to be binding after fourteen (14) days if you fail to provide a required written confirmation upon request by us. Stop Payments initiated using Online Banking are not considered accepted until we provide a stop payment confirmation number to you.

The ability to place a stop payment on a check through Online Banking or our automated phone system may be limited by system availability. If the system is not available to accept your stop payment order, the stop order may be placed by visiting any OceanAir branch during normal business hours. In order to process your request you must provide us with the exact amount (dollars and cents), check number, account number and payee of the item. If you provide us with any incorrect information or do not give us sufficient time to act on your stop payment request, we will not be responsible for our failure to stop payment of the check. A fee may be charged for each stop payment order or renewal thereof (see the Schedule of Fees). You agree to indemnify, defend, and hold us harmless (to the extent of the law) from all costs, (including reasonable attorney's fees) actions, damages, claims and demands related to or arising from our action in stopping payment on a check or our failure to stop payment on a check.

12. Mobile Banking:

General: The mobile banking service ("Mobile Banking" or the "Mobile Banking Service") is a personal financial information management service that allows you to access your OceanAir account information, products and services similar to Online Banking and engage in financial transactions using a wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer. We reserve the



right to refuse any transaction you request through Mobile Banking. You understand and agree that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, designated accounts linked to your account through Online Banking will be accessible through the Mobile Banking service.

Access: To use Mobile Banking, you must be registered to use Online Banking and have a valid login ID and password. To access the Mobile Banking Service, your mobile device must be Internet-enabled and connected to the Internet through your mobile communications service provider. You must also have a mobile device with a service plan that includes text messaging and data and Internet access with Secure Socket Layer (SSL) capability. Third party fees may apply for data and internet access and text messaging. Contact your mobile device carrier for additional information. The Credit Union does not guarantee that your mobile phone/mobile service plan will be compatible with Mobile Banking.

The Credit Union is not responsible for errors, delays, or inability to access Mobile Banking caused by your equipment or service provider. We are not responsible for the cost of upgrading your equipment to stay current with Mobile Banking nor are we responsible under any circumstances for any damage to your equipment. We make no representation that content or use of Mobile Banking is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

Mobile Device: Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your mobile device. You agree that you will not install software onto your mobile device that you are not familiar with or have not read the terms and conditions for that software. You agree to download mobile security software updates when available. Your mobile device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk. In the event we change or upgrade the Mobile Banking Service, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. You agree that your mobile device will be locked if it is left unattended. You agree to log off of Mobile Banking at the completion of your online session. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device.

Types of Available Transactions: Mobile Banking is not intended to replace access to Online Banking from your computer or other methods you use to manage your accounts. However, most of the features and services available through Online Banking are also available via Mobile Banking.

Location Information: When you use a location-enabled Mobile Banking Service, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may use location information we collect in order to protect against actual or potential fraud or provide relevant account related information to you.



Mobile Banking Availability: We will use reasonable efforts to make the Mobile Banking Service available for your use on a continuous basis. We do not guarantee functionality of the Mobile Banking Service on all mobile devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking Service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish the Mobile Banking Service in those instances, but we do not guarantee the Mobile Banking Service will always be available for your use. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of the Mobile Banking Service, or your inability to access Mobile Banking, or to execute Mobile Banking functions.

Security: You are responsible for maintaining the security of your mobile device and, except as otherwise provided in this Agreement, you are responsible for all transactions made using your mobile device. Although Mobile Banking will not display the full account number for any of your accounts, it will display other sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your mobile device may be able to view this information. We are not liable for any damages or disclosure of information to third parties due to your inability to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. Notwithstanding our efforts to ensure that Mobile Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Mobile Banking or email transmitted to and from us, will not be monitored or read by other.

Representations & Warranties: When you use Mobile Banking to access your accounts, you make the following representations and warranties to us:

- a. All information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- b. You are an authorized user of the mobile device you will use to access Mobile Banking.
- c. You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through Mobile Banking. You will not reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other mobile phone applications associated with Mobile Banking.
- d. You will not use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or



entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

- e. You will use the Mobile Banking service for personal use only.
- f. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold us and our service providers harmless from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your improper use of Mobile Banking or your breach of any representation or warranty in this Agreement.

You will not give or make available your Mobile Banking password or other means to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your mobile device and password or other means to access Mobile Banking, you are responsible for any transactions they authorize.

Ownership: You acknowledge and agree that a third party provider or licensor to the Credit Union is the owner of all right, title and interest in and to the downloaded software used to access the Mobile Banking Service and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist. Subject to your compliance with this Agreement, you are hereby granted a personal, limited, nontransferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the software on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you will be required to download and install the software to that new or different mobile device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Agreement; (ii) your deletion of the software from your mobile device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your mobile device.

Mobile Deposit: Through our mobile deposit service, you are able to deposit funds into your accounts by taking pictures of the checks and delivering the digital images and associated deposit information to us, using your mobile device ("Mobile Deposit Services"). The Mobile Deposit Services are made available to eligible members through Mobile Banking. Eligible members that elect to use this service agree to abide by the terms and conditions of the "Mobile Deposit Services Agreement", in addition to the terms and conditions contained in this Agreement. The terms and conditions of the Mobile Deposit Services



Agreement can be viewed when you first access the Mobile Deposit Services and can also be found on our website.

13. Text Banking:

General: By enrolling in Online Banking, we offer access to text messaging related services that allow you to request and receive account related information via text message to your mobile device (“Text Banking Services”). We offer this service as a convenience to you and for informational purposes only. By enrolling in the Text Banking Services, you agree that we may send messages through your communication service provider and such messages may not be secure or encrypted and may include personal or confidential information about you or your accounts. We cannot and do not guarantee the Text Banking Services constant availability and security. We will not be responsible for any loss of personal information resulting in the interception or willful disclosure of the information transmitted to any third party while using the Text Banking Services. OceanAir does not guarantee the accuracy of the information transmitted to you via this service and expressly disclaims any implied warranty for the suitability of this service. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorneys’ fees) arising from or related to your provision of a phone number, e-mail address or delivery location that is not your own or your violation of applicable state, federal and/or locals law, regulation, or ordinance.

Supported Carriers: The Text Banking Services are generally available through the following carriers: AT&T, Boost Mobile, Sprint PCS, T-Mobile, Verizon Wireless, Virgin Mobile, and most other major carriers. However, it is your responsibility to determine if your mobile service provider is capable of receiving text messages and if any fees will be imposed by your mobile carrier. Not all pre-paid phones are supported.

Fees: We do not charge a fee to use the Text Banking Services; provided, however, we reserve the right to assess fees for this service in the future. Third party fees may apply for data, internet access and text messaging. Message frequency depends on user preferences. Contact your mobile device carrier for additional information.

How to Opt-Out: To opt-out of the Text Banking Services, reply STOP to 226563 at any time. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that one.

Program Description: For information and funds transfer between your enabled accounts, text the following commands to BANKME (226563): Command Action BAL Account Balance, HIST Account History, XFER Transfer funds from one account to another. Enter full amount using dollar, decimal and cents. HELP OceanAir’s website address and phone number, STOP Disable text banking for the enrolled mobile device (To reactivate, login to Online Banking.) and LIST List of available commands

Support: For support or information about the Text Banking Services, reply HELP to 226563 at any time, or go to www.oceanair.org or call 800-477-2890. You may also email us at memberservices@oceanair.org for support.



14. Alerts:

General: The alerts service is a personal financial information alert service that allows you to receive information about your account including, but not limited to, information related to account balance changes, checks cleared, debit card purchases and electronic deposits or withdrawal notifications ("Alerts Service"). When you access Online Banking, you can initiate alerts by clicking on the link titled "Alerts". You may set up, change or delete alerts at any time. You agree and understand that the Alert Service may not be accessible or may have limited utility over some Internet or mobile networks. The alerts that you authorize are only available through Online Banking. When you create alerts, they are linked only to the account under which they were created through Online Banking. Balances shown on alerts reflect balance information at the time the alert was initiated by OceanAir and may no longer be accurate at the time you review it. Additionally, balances on alerts may not reflect funds that are on hold, which may affect your available balance. In addition to the alerts that you set-up through Online Banking, OceanAir will send forced security alerts when certain activity happens on your account ("Forced Security Alerts"). Forced Security Alerts are not optional and are triggered when under the following circumstances:

- a. Your password is changed
- b. Your account is locked due to too many attempts to login with the incorrect password
- c. Whenever we deem necessary to alert you to information regarding your account.

Limitations: Although the Alerts Service is designed to give you timely notice of specific events, it may not always provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your alerts, which may or may not be out of our control, such as technical difficulties experienced by your Internet service provider or wireless communications carrier. Furthermore, some mobile devices or certain other devices may omit a portion of the alert.

We will not be liable to you for any losses caused by your failure to properly use or respond to alerts that are sent. We assume no responsibility for the timeliness, reliability, deletion, or delivery error of any alerts we may send you. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

Security: If you use the Alerts Service, you will receive alerts sent to the source you specified when the alert was established. Please be aware that information transmitted via email and text messages may not be secure and OceanAir cannot guarantee the security of any information transmitted over a mobile device or to an email address

Changes or Cancellation: You may cancel your participation in the Alerts Service at any time by deleting any scheduled alerts set up through Online Banking. If you need assistance in cancelling any alerts you may contact us directly

15. **Secure Messaging:** Sending a secure message through the secured section of the Online Banking Services is a way to communicate with OceanAir's Member Service department. Only certain transactions may be performed on your accounts via secure messaging. For example, you may ask



account specific questions and request skip-a-payment on an existing loan. To ensure the security of your account information, we recommend that you only use secure messaging when asking specific questions about your account(s). You cannot use secure messaging to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking or contact your branch. It is never advised or recommended to send sensitive information such as account or personal information via email.

You agree that we may take a reasonable amount of time to act on any electronic message we actually receive from you. Any information you receive from us in response to your questions sent via secure messaging is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision you make using this information. We will only respond to electronic messages through the secure messaging service via the Services. Certain alerts and communications are sent via email to the email address we have on file. If you change your email address, you must notify us in writing, in person, by telephone or via the Services.

16. Documentation of Transactions:

Periodic Statements: You will receive your monthly OceanAir account statement(s), which will itemize all transactions made on your account(s) including through the Online Banking Services, unless there are no transactions in a particular month. In any case, you will receive the statement at least quarterly. Such statements will show the amount of the transfer, the date that the transfer was credited or debited to your account, the type of transfer, the account(s) accessed by the transfer, and the name of any third party to or from whom funds were transferred. You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

Once you obtain access to Online Banking, you may (depending on enrollment eligibility) enable eStatements by reading and accepting the "e-Statement Service Agreement and Disclosure".

In order to download and/or view e-Statements in a PDF format, you must have downloaded and installed Adobe Acrobat. To the best of our knowledge, there is no cost to download this software. If you do not have Adobe you can download it from Adobe's website. To print statements, you must have a printer connected to your computer.

Online Banking Transactions: You may print a record of any individual transaction conducted through the Services at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided it is no more than 3 months from the date of the transaction. A fee may be charged for such a paper copy as set forth in the Schedule of Fees.

Pre-Authorized Credits: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can use OceanAir's telephone banking



service, the Services, or you can call us at 800-477-2890 to confirm whether or not the deposit has been made.

17. Illegal Activity: The Online Banking Services may not be used directly or indirectly in a manner that would constitute a crime under local, state or federal law, or in any illegal activity, including without limitation (1) any "racketeering activity" as defined in 18 U.S.C. § 1961, or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not use the Online Banking Services for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but are not limited to, any quasi-cash 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/checks or off-track betting or wagering. We may deny authorization of any transactions identified as illegal activity or prohibited gambling. However, in the event that a charge or transaction described in this Section is approved and processed, you will still be responsible for such charges. If you use the Online Banking Services directly or indirectly in an unlawful manner you understand that your access to the Online Banking Services may be suspended and/or terminated and we may exercise any rights available to us, including, but not limited to, closing your accounts with OceanAir.

18. Confidentiality: We will disclose information to third parties about your account or the transfers you make:

- a. When it is necessary for completing the transfer or transaction
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- c. In order to comply with government agency or court orders or other legal process; or
- d. If you give us your prior oral or written permission.

19. Disclaimer of Warranties: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE ONLINE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. YOU FURTHER ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE BANKING SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO



YOUR COMPUTER SYSTEM OR ACCESS DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

20. Limitation of Liability: UNLESS PROHIBITED BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THE ONLINE BANKING SERVICES, ACCESS TO OR USE OF THE SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY YOU FROM THE SERVICES, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE EXPRESSLY DISCLAIM ANY LIABILITY FOR THE FAILURE OF ANY EQUIPMENT, THE INTERNET, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

21. Risk of Loss: In the event of a system failure or interruption affecting the Services, 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 Banking 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.

22. Indemnity: You agree to defend, indemnify and hold harmless OceanAir, our subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and our service providers ("Related Persons"), from any and all third party actions, claims, losses, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from:

- a. the connection to, provision of, or use of the Online Banking Services by you or any third party
- b. an allegation of infringement, misuse, misappropriation, or violation of the rights of others (i.e. privacy rights) based on information, data, files, or other materials submitted by you (or anyone permitted by you) to us
- c. any fraud, manipulation, or other breach of this Agreement by you or anyone permitted by you to access or use the Services; and/or
- d. any violation of law or rights of a third party by you or anyone permitted by you to access or use the Services.



We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Services by you or a joint account owner or other authorized person.

The obligations contained in this Section shall survive termination of this Agreement.

23. Privacy & Email Communications: At OceanAir, we respect our members' right to privacy. Please see our privacy policy, which can be found at www.oceanair.org/privacy-policy/ for specific terms and conditions. By enrolling in the Services, you agree that OceanAir may email you newsletters, articles, product or service alerts, new product or service announcements, offers or offer information concerning our or our subsidiaries' or affiliates' existing or new products or services. If you prefer not to receive this type of information from us, contact us at (800) 477- 2890 or you will have the option to opt out on the bottom of each email communication for future email communication of the same type.

24. Recording of Phone Calls and Emails: You authorize us and our agents to record or copy any phone call, email or secure message from or to you concerning the Services.

25. TCPA Consent: You agree that we may from time to time make calls and/or send text messages to you at any telephone number(s) you provide to us, including mobile telephone numbers that could result in data usage and charges to you. This is so that we can service and keep you informed about your account(s) (including loans, if any), collect any amounts you owe us, provide access codes, and/or provide fraud, security breach, or identity theft alerts. You also agree that you may be contacted by our service providers making such calls/texts on our behalf. The manner in which these calls or text messages may be made to you include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. You understand that you are not required to provide consent as a condition to receiving our products or services. You may revoke your consent or change the telephone number provided at any time by visiting and OceanAir branch location or contacting us at 800-477-2890.

26. Disclosure of Delayed Funds Availability: If we have placed a hold for uncollected funds on an item you deposited, there could be a delay in your ability to withdraw or transfer such funds using the Services. For further details, refer to our Funds Availability Policy available on our website.

27. Links to Third Party Sites: Our website may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience for you. While we will attempt to select and provide links to Linked Sites that we believe may be of interest to its members, we do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that OceanAir, and its affiliates and partners, are not responsible for the content of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.



28. General Terms and Conditions:

Disputes: In the event of a dispute regarding the Online Banking Services, you and we agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement.

Governing Law: This Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. You agree that any claim or dispute you may have against us shall be subject to the exclusive jurisdiction of the state or federal courts located in Ventura County, California. You agree to submit to the personal jurisdiction of the courts located within Ventura County, California for the purpose of litigating all such claims or disputes.

Collections: You agree that we shall be entitled to recover any money owed by you as a result of your use of, or the use of anyone you have provided with access to, any of the Services and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future deposits and we have the right to apply such deposits to any money you owe. If any legal action is required to enforce any provision of this Agreement or to collect money you owe, you agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing our rights under this Agreement.

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

No Waiver: We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability & Headings: If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement

Relationships to Other Disclosures: The information in this Agreement applies only to the Service described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.

Changes to the Agreement: We reserve the right to change the terms and conditions upon which the Services are offered and may amend, modify, add to, or delete from this Agreement from time to time.



We will provide you with written notice if required by applicable law. Further, we may, from time to time, revise or update the Services, programs, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, any programs, and/or related material(s) and limit access to our more recent versions and updates.

Our website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the system's security, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when changes are made which materially affect your rights. If you use the Online Banking Services after the effective date of a change, your use indicates that you agree with the change(s).

Term & Cancellation: This Agreement remains in effect until it is terminated by you or us.

You may terminate this Agreement or cancel your participation in the Online Banking Services at any time by notifying us of your intent in writing or through an Online Banking secure message. Your use of the Online Banking Services will be cancelled after we have had a reasonable opportunity to act upon your cancellation request. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination.

We may suspend or terminate your participation in the Online Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so. We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Online Banking Services, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or your protection, we have reasonable cause not to honor. We reserve the right to suspend or terminate your use of the Online Banking Services or refuse to honor an instruction, in whole or in part, at any time, with or without cause and with or without notice.

If you do not access Online Banking and there has been no activity on any of your accounts through the Services (such as an automatic bill payment) for any consecutive 180 day period and there is no such activity pending as of the end of such 180 day period, we reserve the right to terminate your access to the Online Banking Services. If any of your checking, savings, or other deposit accounts are closed due to insufficient funds or any other reason, such account will no longer appear in your online banking profile. If any other account is closed for any reason, such account may no longer appear in your online banking profile. Any payments or transfers we have already processed before the cancellation date will be completed. Upon termination of this Agreement or the Online Banking Services, we will endeavor to cancel any applicable account transactions you have previously authorized, but we make no guarantee that it will be able to do so. We recommend that you cancel any scheduled payments or transfers prior



to notifying us that you are canceling your participation in the Online Banking Services. You are responsible for any payments or transfers scheduled by you prior to termination that you have not canceled. You will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that we are unable to cancel or that have already been processed before the requested termination date will be completed.

Termination of your participation in the Online Banking Services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

Notice and Communications: Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through the Services, if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current mailing and email addresses, as applicable. You agree to notify us promptly of any change of address or email address. You may notify us in person at any of our branches, via the Services, or by sending a written and signed notice to OceanAir Federal Credit Union, 2151 E. Gonzales Rd., Oxnard, CA 93036, Attention: Member Services.