

This Online Service Agreement states the terms and conditions that govern your use of access to the Coast Central Credit Union website, [www.coastccu.org](http://www.coastccu.org) and to Coast Central Credit Union's Online Banking Service, which includes audio response, home banking, mobile and future electronic financial services products offered by this Credit Union between Coast Central Credit Union (hereinafter referred to as "we," "our," "us," "Credit Union," or "Coast Central") and "you", "yours" or "depositor" which means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by any account owner or a party-in-interest to view account information and/or effect transactions in an account.

## **I. Online Banking Agreement and Your Other Agreements with Us**

The Online Banking Service (the "Service") is subject to this Agreement and also to the following, which are considered part of this Agreement:

- the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using the Service;
- Coast Central's Rules and Regulations ("the Rules") as set forth in the ["Important Account Information" booklet](#) provided at the time of account opening, as amended from time to time, that apply to the Service, any Eligible Account, or any Online Financial Service;
- the [E-Statements Supplemental Agreement](#)
- the [Mobile Deposit: Account Disclosures & Agreement](#)
- Coast Central's [Schedule of Fees](#)
- Coast Central's [Electronic Funds Transfer Disclosure](#)
- the then-current rules and regulations of any funds transfer system or payment system used in connection with an Eligible Account or Online Financial Service; and
- state and federal laws and regulations, as applicable.

In addition to this Agreement, you may have a separate agreement for any individual or specific services or accounts you receive from us and those agreements will continue to apply to each of them.

If this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the Eligible Account or Online Financial Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in another agreement covering your Eligible Account or Online Financial Service, but not in this Agreement, will apply. Notwithstanding the above, if another agreement you have with us includes terms that address online access, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address online access.

## II. Your use of the Service

When you use or access, or permit any other person(s) or entity to use or access the Service you agree to the terms and conditions of this Agreement, you may use the Service to access your Eligible Accounts, obtain Online Financial Services, and perform authorized transactions through the Service. The available categories of Eligible Accounts and Online Financial Services are described on our Website and may change from time to time, at our sole option. With respect to your Eligible Accounts, available transactions may include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may not reflect all of your most recent account activity.

We may occasionally introduce new features to the Service or eliminate features from the Service. When this happens, we will update our Website accordingly.

You agree that you are:

- solely responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, “Systems”) necessary for you to access and use the Service; and
- 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; and
- you are additionally responsible for obtaining Telephone/Cellular or Internet services via the Internet or Telephone service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges; and
- you are responsible for all costs associated with accessing the Services and your Eligible Accounts and Online Financial Services; and
- you acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet, Telephone/Cellular and wireless hotspots and you hereby expressly assume such risks; and
- you acknowledge that you are responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems; and
- you acknowledge that you have requested the Service for your convenience, have made your own independent assessment of the adequacy of the Internet, Telephone/Cellular and Systems and that you are satisfied with that assessment; and
- you agree that we are not responsible for any errors or problems that arise from the malfunction or failure of the Internet, Telephone/Cellular or 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; and

- you acknowledge that 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 Provider; and
- you acknowledge that 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.

#### **A. Owners, Authorized Representatives and Delegates**

1. If an Eligible Account is owned by more than one person or has more than one Authorized Representative, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Financial Services, to the extent allowed by the terms, conditions or governing provisions of the Eligible Account. You agree that each of your Authorized Representatives will be acting as your agent and on your behalf, will be bound by this Agreement and any separate agreement governing the Eligible Account or Online Financial Service. We may rely and act on the instructions of any such person without our having liability to you. All transactions that an Authorized Representative performs on an Eligible Account or Online Financial Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them.
2. If you make a person an authorized signer on an Eligible Account, and that authorized signer is enrolled in the Service, we may in our discretion treat that authorized signer as an Authorized Representative. If you notify us that an Authorized Representative is no longer authorized, subsequent transactions initiated by that individual will be considered unauthorized only after we have a reasonable opportunity to act on the notice. Please refer to the specific agreements for your Eligible Accounts and Online Financial Services for more details.
3. You may also add, delete, and manage permissions for additional Authorized Representatives as desired using the Service. You are solely responsible for setting up, removing, and managing permissions for these users. Any transactions conducted by these users are considered authorized by you, and you are responsible for them.

#### **B. Waiver of requirement for two or more signatures**

You agree that any requirement of verifying two or more signatures on any item, such as checks, will be enforced online by requiring two Authorized Representatives to log in separately: one must request the transaction and the other will need to approve it.

### **III. Accessing Accounts or Services through the Service**

- A.** You authorize us to provide access to your Eligible Accounts and Online Financial Services through the Service. You may access your Eligible Accounts and Online Financial Services through the Website, Audio Response, or Mobile devices to obtain information and perform transactions as authorized on the Website.

- B.** To access your Eligible Accounts and Online Financial Services through our Website or Mobile Device you must have a username, a password and the required hardware and software as described on the Website. You must also comply with any other security procedures and policies we may establish from time to time.
- C.** To access your Eligible Accounts and Online Financial Services through our Audio Response you must have an account number and your PIN number. Contact the credit union to obtain your PIN number.
- D.** Subject to the terms of this Agreement, you will generally be able to access your Eligible Accounts and Online Financial Services through the Website 7 days a week, 24 hours a day.

#### **IV. Mobile Services**

Your enrollment in the Online Service may include access to some products and services through a mobile device ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Mobile Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Service and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s)), or may be more current than the

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

## **V. Additional provisions for Eligible Accounts and Online Financial Services**

### **A. Removal of online access**

For each Eligible Account, you may request removal of online access by notifying us in writing. Please send your request to Coast Central Credit Union, Member Support Center, 2650 Harrison Avenue, Eureka, CA 95501.

### **B. Timing for completion of funds transfers initiated through the Service**

Transfers may be scheduled using the Service between accounts at the credit union. Transfer(s) scheduled before 8:00 p.m. Pacific Standard Time on business days and before 6:00 p.m. on weekends, will be reflected in your account and available for your use at the time the transfer is initiated and will post to your account the same day. Transfers scheduled after 8:00 p.m. Pacific Standard Time on business days and after 6:00 p.m. on weekends, will also be reflected in your account and available for your use at the time the transfer is initiated but may post to your account the next business day.

One-time transfers scheduled for a future date and recurring transfers will be automatically credited to your account by the opening of business on the "effective date" or the next business day, if the "effective date" is a weekend or holiday. One-time transfers scheduled for a future date and recurring transfers may be changed or canceled until 8 p.m. Pacific Standard Time of the business day prior to the "effective date."

### **C. System maintenance and online account access**

At certain times, online access to one or more of your Eligible Accounts or Online Financial Services may not be available due to system maintenance or circumstances beyond our control. During these times, for banking services you may be able to call our Member Support Center at (707) 445-8801, use a Coast Central automated teller machine ("ATM"), or a Coast Central member services branch to obtain information about your Eligible Accounts.

#### **D. Linking and displaying Eligible Accounts**

If you enroll for the Service, certain Eligible Accounts on which you are an Owner, Delegate of the Owner, Eligible Beneficiary, or authorized signer may be linked and displayed at your request. The linked and displayed Eligible Accounts through the Mobile Banking Service may be subject to certain limitations and restrictions. Eligible Accounts that are linked together will appear on your Account Summary page on the Website without regard to who else may have an ownership interest in each Eligible Account. However, Consumer Eligible Accounts and Business Eligible Accounts will not be linked unless you own all Eligible Accounts.

#### **E. Communicating electronically on your behalf**

To the extent necessary to carry out your instructions with respect to an Eligible Account or Online Financial Service, you authorize us to send e-mails and text messages to you, and to other persons on your behalf. E-mails and text messages sent to others pursuant to your instructions and on your behalf may identify you by name and may state that we are sending them on your behalf and according to your instructions. We may send e-mail and text messages to any e-mail address or telephone number you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account.

#### **VI. Additional provisions for Business Eligible Accounts**

If you have a Business Eligible Account or Business Online Financial Service, any Authorized Representative is authorized on terms, conditions, and agreements that we may from time to time require to:

- enter into this Agreement, as amended from time to time;
- access each Business Eligible Account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Online Financial Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.
- Business members can initiate Wire Transfer Requests. A Funds Transfer Agreement and Authorization form is required to be signed prior to initiating a wire transfer request online. All wire transfers are processed through FedLine Advantage which is a secure data exchange with the Federal Reserve and are governed by Federal Reserve regulations, Bank Secrecy Act and Other Laws and Regulations.

#### **VII. Express Check/Wire Transfers**

Express Checks may be initiated in two different transaction modes - One-Time and Recurring. If a check payment is not received by a payee for any reason, with your authorization, the Credit Union will place a stop payment on the check and the Credit

Union's normal stop payment fees will be assessed. In all instances, it is your responsibility to reschedule the check payment.

For express check transactions to be processed on the same business day you are requesting the payment, this request for payment must be sent to the Credit Union through this Service no later than 2:00 p.m. Pacific Standard Time on business days. One-time bill payments scheduled to be processed on the same day may be canceled up until 12:00 p.m. Pacific Standard Time. One-time Express Checks scheduled for a future date and recurring bill payments will be processed on the "effective date" or the prior business day if the "effective date" is a weekend or holiday. One-time Express Checks scheduled for a future date and recurring Express Checks may be changed or canceled until 12 p.m. Pacific Standard Time of the day of the "effective date." If the "effective date" falls on a weekend or holiday, then the future dated or recurring Express Check must be changed or canceled before 12 p.m. Pacific Standard Time of the business day before the weekend or holiday.

If an Express Check transaction is not processed because there are not sufficient funds in the funding account, we are not responsible for the failure of this transaction. The Credit Union is responsible only for exercising reasonable and ordinary care in making Express Check payments upon your authorization and for sending or mailing a bill payment to the designated payee based on the circumstances as outlined.

**THE CREDIT UNION IS NOT LIABLE IN ANYWAY FOR DAMAGES YOU INCUR IF:**

- **THERE ARE NOT SUFFICIENT AVAILABLE FUNDS IN YOUR ACCOUNT(S) TO MAKE THE EXPRESS CHECK OR TRANSFERS;**
- **THE ESTIMATED TIME OF DELIVERY TO THE PAYEE IS INACCURATE;**
- **THERE ARE DELAYS IN MAIL DELIVERY;**
- **THERE ARE PAYEE CHANGES OF ADDRESS OR ACCOUNT NUMBER;**
- **THE PAYEE FAILS TO APPLY THE PAYMENT IN A TIMELY MANNER;**
- **TO THE EXTENT NOT PROHIBITED BY REGULATION E, AND OTHER CIRCUMSTANCE WHICH IS BEYOND OUR REASONABLE CONTROL OR ANY CIRCUMSTANCE IF ATTRIBUTABLE, IN WHOLE OR IN PART, TO YOU OR TO THIRD PARTIES.**

### **VIII. E-mail address maintenance**

It is your responsibility to notify us if you change your e-mail address. Unless otherwise prohibited by law, rule or regulation, if our e-mail to you is returned as undeliverable, we may discontinue sending e-mail messages, discontinue future online statements and switch your account statements to paper statements sent by U.S. Postal Service until you provide us with a valid e-mail address. You may change your e-mail address within the Online Banking Service by clicking on "Address Change" under the "Services" menu. If you are an E-Statements subscriber, please note that this method will update the primary e-mail address on your account only. If you have alternate addresses set up within your E-Statements and E-Alerts settings, you may need to make changes within that section as well.

## **IX. Year-end interest tax reporting documents**

Online year-end interest tax documents may become available to all members with certain account types who are enrolled in the Service and provide their valid e-mail address for the Service. Members are not required to complete a separate enrollment process in order to view their tax documents online. This option is available to you regardless of whether or not we also send you mailed (paper) tax documents.

## **X. Using e-mail to send information and inquiries to us**

The Service provides e-mail forms for you to ask questions about your Eligible Account(s) or give comments on the Service. These e-mail forms are accessible after you sign on with your password to a secure session of the Service. To ensure the security of your Eligible Account information, we recommend that you use only these e-mail forms when asking specific questions about your Eligible Account(s). You cannot use e-mail to initiate transactions on your Eligible Accounts. For transactions, please use the appropriate functions within the Service or call Coast Central's Member Support Center at (707) 445-8801.

## **XI. Security for your Eligible Accounts and Online Financial Services**

You will use a username and a password, and/or such other security and authentication techniques as we may require from time to time, to access account information, perform transactions, and update settings through the Service. We recommend that you change your password regularly. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as verification of a secure access code sent to your e-mail address or telephone number, to enhance the security of your Eligible Accounts and Online Financial Services. Once you have verified the secure access code, you may elect to "register" your computer and avoid this step in the future. (Note that this will only apply to that computer only, and this may be reset if "cookies" are cleared on your computer.) When your computer is "registered," you will only be required to enter your username and password to log in.

We may also require the use or activation of specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to utilize the Service. We may also acquire detailed information concerning the computer or computers you use to access the Service, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to the Service.



You agree that you cannot use the Service without your password. YOU AGREE THAT THE USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

It is your sole responsibility to keep your password safe and secure at all times, to change your password regularly and to select a password that is not easy for others to guess. You are responsible for keeping your username and password confidential and for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service. You must notify us immediately and send written confirmation if your password is disclosed to anyone other than the joint owner of your account or an Authorized Representative. **IF YOU DISCLOSE OR OTHERWISE MAKE YOUR PASSWORD AVAILABLE TO ANYONE (INCLUDING, WITHOUT LIMITATION, AN ACCOUNT AGGREGATE SERVICE PROVIDER), YOU UNDERSTAND AND AGREE THAT YOU HAVE GIVEN THEM ACCESS TO YOUR ACCOUNT AND TO ACCOUNTS ON WHICH YOU ARE A JOINT OWNER OR JOINT BORROWER VIA THE SERVICE AND THAT ANY TRANSACTION PERFORMED BY SUCH PERSONS ARE CONSIDERED AUTHORIZED BY YOU AND YOU ARE RESPONSIBLE FOR ANY SUCH TRANSACTIONS.**

You further understand that your password is not transferable, and you will not disclose the password or permit any unauthorized use thereof.

You understand and agree that you must change your password immediately to prevent transactions on your account if anyone not authorized by you has access to your password. We are authorized to act on any instructions received under your password.

If you voluntarily subscribe to a third party account aggregation service where your selected Eligible Accounts, as well as your accounts at other financial/ investment institutions, may be accessed on a third party website, you may be requested to give your username and/or password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your Eligible Accounts.

If you would like to change your password, you may do so within your security preferences settings using the Service. If you have forgotten your username or password, you may also use the System to reset them, or contact us for assistance.

We may at our option change the parameters for the password used to access the Service without prior notice to you, and if we do so, you will be required to change your password the next time you access the Service.

## **XII. Privacy**

We are committed to protecting your privacy. All information gathered from you in connection with using the Service will be governed by the provisions of the [Privacy Policy](#).

We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law.

### **XIII. Additional responsibilities**

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity. You will:

- not use the Service for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use the Service;
- not use the Service for any activity or use that may disrupt the Service or the networks through which you access or use the Service; and
- not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Service.

### **XIV. Limitations of Liability and Indemnification**

#### **A. Disclaimer of warranties**

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

#### **B. Limits on our liability and obligations to you**

In no event will Coast Central or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Service, or the inability to use the Service, even if advised of the possibility of such damages. Some states may prohibit the limitation of liability for consequential or incidental damages. In those states the

limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such state) may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for:

- any loss or liability you may incur resulting in whole or part from any failure or misuse of your equipment or software, including software provided by an external company such as an Internet browser provider, an Internet service provider, an online service provider, or an agent or subcontractor of any of them; or
- any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

Coast Central does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Online Financial Service or Eligible Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate any applicable law, regulation, regulatory guidance, the Rules, or any Agreement;
- is not in accordance with any other requirement of our policies, procedures or practices; or
- we have other reasonable cause not to honor for our or your protection.

In no event will Coast Central be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

### **C. Your agreement to indemnify us**

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Service;

- your violation of any law or rights of a third party; or
- the provision of the Service or use of the Service by you or any third party.

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 Service by you or your Authorized Representative.

## **XV. Notices and communication**

### **A. Generally**

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Eligible Account, Online Financial Service, or the Service (collectively "Account Related Information") through mail, electronically, or by other means available. This information will be sent to the postal or electronic address ("E-Address") of the Owner of the applicable Eligible Account or Online Financial Service as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The E-Address may be an e-mail address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement and our internal policies and procedures. Any Account Related Information will be deemed to have been sent on the first Business Day following the date on it. Account Related Information that is held for pick-up or posted on our Website will be deemed to be delivered to, and received by, you at the time that we make it available for pick-up, display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint Owners, Delegates, or other persons with access to the applicable Eligible Account or Online Financial Service. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

### **B. Electronic delivery and communication**

Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- to your E-Address,
- by posting the information on our Website and sending you a notice to your postal address or E-Address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it, or
- to the extent permitted by law, by posting the information to our Website.

You agree that we may from time to time make telephone calls and send e-mails and/or text messages to you in order for us to:

- service your accounts,
- collect any amount you may owe, or
- discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may e-mail, call you and send text messages to you at any E-Address or telephone number you have provided to us, including mobile/cellular telephone numbers that could result in charges to you. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via SMS text message, including a confirmation from us in the event you withdraw your consent.

### **C. Returned, unclaimed account-related information**

Unless otherwise prohibited by the laws governing your Eligible Account or Online Financial Service, this Sub-section applies if two or more separate Account Related Information documents are returned or, in the case of electronic notifications, one or more notices are returned as undeliverable. This means we may discontinue sending Account Related Information or electronic notifications to you until you provide a valid postal or E-Address to us. Additionally, we may, at our sole option:

- destroy Account Related Information that is sent to you and returned to us as undeliverable,
- hold the Account Related Information for your Account for you to pick-up, or
- discontinue sending the Account Related Information through the delivery channel generating returns and utilize an alternative delivery channel.

### **D. Address changes**

You agree that you will notify us immediately in the event of a change to your address or E-Address. Address changes may be initiated:

- at your request. You may instruct us to change the address or E-Address to which we send notices or Account Related Information concerning your Account at any time.
- if we receive an address change notice from the U.S. Postal Service.
- if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or E-Address only for the account(s) you specify or for all or some of your other account(s) with us.

### **E. Implementation of notices**

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one Owner on your Eligible Account, we may send Account Related Information to any one of them. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you.

## **XVI. General provisions**

### **A. Amendments to this Agreement**

**Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement.** When changes are made we will update this Agreement on the Website. The Website will be updated on or before 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 an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within 30 days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of this Agreement. By continuing to use the Service after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

### **B. Termination of this Agreement**

This Agreement will be in effect from the date your enrollment in the Service is submitted by you and accepted by us and at all times while you are using the Service or any Online Financial Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Service, in whole or in part, at any time without notice. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.

Access to an Eligible Account or Online Financial Service through the Service, in whole or in part, may be suspended and/or reinstated by us, at our discretion, at any time. If reinstated, the then-current terms of this Agreement will control. If you violate any terms of this Agreement or any other agreement you have with us, or if we otherwise find that you are abusing the Service, you agree that we may suspend or terminate your access to any one or more of your Eligible Accounts and Online Financial Services. You may request reinstatement of an Eligible Account or Online Financial Service by calling our Member Support Center at (707) 445-8801. For any voluntary or involuntary termination

or suspension of service to you, we are not required to reinstate or re-activate your access.

If you do not access your Eligible Accounts through the Service for a period of 24 consecutive months, we may terminate your Service, including Online Financial Services accessed through the Service. If you close all of your Eligible Accounts and terminate your Online Financial Services, or withdraw from the Service, we will suspend or terminate your access without prior notice to you.

If you wish to cancel any of your Online Financial Services, contact our Member Support Center at (707) 445-8801, or send us cancellation instructions in writing to Coast Central Credit Union, 2650 Harrison Avenue, Eureka, CA 95501.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

### **C. Governing law**

Each of your Eligible Accounts and Online Financial Services will continue to be read and interpreted according to the laws described in the agreements you have with us regarding those Eligible Accounts or Online Financial Services (for example, your deposit account agreement or your credit card agreement with us). This Agreement, on the other hand, will be read and interpreted according to the laws of the State of California, without regard to conflict-of-law rules. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

### **D. Assignment**

You may not assign or transfer this Agreement. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **E. Proprietary rights**

Other than your personal account information, all content included or available on the Service, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of Coast Central, and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Service is the exclusive property of Coast Central and/or its licensors and is protected by copyright or other intellectual property rights.

The trademarks, logos, and service marks displayed on the Service (collectively the "Trademarks") are the registered and unregistered trademarks of Coast Central, or third

parties. Under no circumstances may you use copy, alter, modify, or change these Trademarks. Nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Coast Central, or the third party which has rights to such Trademarks, as appropriate.

#### **F. Entire agreement**

In combination with other applicable Coast Central agreements as described in Section I of this Agreement, this Agreement represents the agreement between you and Coast Central regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing the Service will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Agreement, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

#### **G. Waiver**

We may agree in writing (or otherwise) to waive a provision of this Agreement, including a fee (a "waiver"). We may revoke any waiver.

#### **H. Failure to act is not a waiver**

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

#### **I. Headings**

Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.

### **XVII. Additional Definitions**

In this Agreement, the words:

- "Authorized Representative" means a person with authority to take action or make decisions on behalf of another person with respect to an Eligible Account or an Online Financial Service, and includes any person who may (i) manage or administer an Eligible Account or an Online Financial Service, or (ii) authorize another person to access an Eligible Account or Online Financial Service.



- "Business" means any person other than a Consumer that has an Eligible Account with respect to which an Online Financial Service is requested.
- "Business Eligible Account" means an Eligible Account owned by a Business.
- "Business Day" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays.
- "Consumer" means a natural person who has an Eligible Account for which an Online Financial Service is requested primarily for personal, family or household purposes.
- "Consumer Eligible Account" means an Eligible Account owned by a Consumer.
- "Eligible Account" means each Coast Central product you have with us, or apply for, which may be applied for or is accessible through the Website. Eligible Accounts include most deposit accounts, loans, credit cards, lines of credit, investment products, brokerage accounts, and other products or accounts you maintain with us.
- "Include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is neither exclusive nor exhaustive and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.
- "Online Financial Service" means each of the variety of products and services you may access or enroll in through the Website and other related services. The term Online Financial Service includes actions you take, and instructions you give us, through the Website concerning the opening or maintenance of Eligible Accounts. However, the term Online Financial Service does not include an Eligible Account.
- "Owner" means each person who is an owner of an Eligible Account as indicated in our records, and any Authorized Representative of that person.
- "Service" means Coast Central Online, and includes all the Eligible Accounts and Online Financial Services you can access via the Website after entering into this Agreement.
- "Website" refers to the web pages maintained by us and accessible through [www.coastccu.org](http://www.coastccu.org). It also includes any other website or web pages you can access only after you, or a person for whom you are acting as an Authorized Representative, enter into this Agreement as a condition to access.

If you have any questions regarding this Agreement, please contact our Member Support Center at (707) 445-8801.

**I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.**