

# **RANCHO FEDERAL CREDIT UNION ONLINE AND MOBILE SERVICE AGREEMENT- October 2016**

## **Terms and Conditions for Both Consumer and Non-Consumers**

### **I. Introduction**

This Online Access Agreement ("Agreement") governs access to your Rancho Federal Credit Union accounts via Rancho Federal Credit Union's Online Banking System. This agreement explains the terms and conditions governing the following online services: on line banking, mobile banking, bill pay, funds transfer and other Credit Union services offered through the Online Banking System. By using the Online Financial Services you agree to abide by the terms and conditions of this Online Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of California. The terms "we," "us," "our," "Rancho FCU," and "Credit Union" refer to Rancho Federal Credit Union. "You" and "your" refers to each signer on an account. The term "business days" means generally Monday through Friday, excluding federal banking holidays. Online Financial Services can be used to access your Rancho FCU accounts through online banking. In addition to the terms and conditions in this Online Access Agreement, each of your accounts at Rancho FCU is also governed by the applicable documents relating to those accounts and the disclosure statement (your "Terms and Conditions Account Disclosure").

### **II. Accessing Your Rancho Federal Credit Union accounts through Online Banking**

#### ***A. Requirements***

To access your accounts through **Online Banking**, you must have an eligible Rancho Federal Credit Union account and establish a User ID and password. The combination of your User ID, your password and other security procedures provide access to online banking. In addition, you must have access to the Internet through an Internet Service Provider ("ISP").

#### ***B. Fees***

There are no monthly or transaction fees for accessing your account(s) through online banking. Other fees, as described in the applicable Terms and Conditions Account Disclosure and Fee Schedule may apply to services ordered online and to transfers from a credit account. Please note that fees may be assessed and billed separately by your ISP and telecommunications services companies (such as, but not limited to, long-distance charges to access your ISP).

### **III. Terms and Conditions**

During the first time you access Online Banking, you will confirm your agreement to be bound by all the terms and conditions of this Online Access Agreement and acknowledge your receipt and understanding of this agreement and all related disclosures.

#### ***A. Your User ID and Password***

In your electronic communications with us, you must use your User ID, Password and Authentication Method to initiate a secure System session with us. You may then use the tools provided by us within the System.

When we commence your ability to access the System, we will establish access for you by using a temporary Password. You will be required to change your Password upon your first login and periodically thereafter. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent the Credit union.

Your Password must be at least **8** characters in length and consist of both alpha and numeric characters for purposes of security. We recommend that you create a Password that utilizes both upper and lower case characters. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

We are entitled to act upon instructions we receive with respect to the Service under your User ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your User ID, Password and Authentication Method. We have no responsibility for establishing the identity of any person who uses your User ID, Password and Authentication Method. You agree that if you give your User ID, Password and Authentication Method to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your User ID, Password and Authentication Method will have access to the Service.

You agree to take appropriate steps to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued to its agents, representatives, employees or officers are protected and kept confidential. In your review of the System, including those aspects of the System pertaining to the issuance, use, and protection of User ID's, Passwords, Authentication Methods and security procedures, you agree to notify the Credit union in the event your use of the System would necessitate or be better served by a level of security that exceeds

that offered by the System. If you fail to notify the Credit union, you acknowledge and agree that the security aspects of the System are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

You agree to indemnify and release the Credit union from any and all liability, and agree not to make any claim against the Credit Union or bring any action against the Credit Union, relating to its honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method.

By directing us, through the use of the System, the Service used in conjunction with your User ID, Password and Authentication Method, you authorize the Credit Union to complete the transaction. Any requests or instructions we receive from you through the System using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your User ID, Password and Authentication Method.

Your access to the System will be blocked in the event your User ID, Password and Authentication Method is entered incorrectly on 4 consecutive attempts. If this happens, please call us at **(866) 855-9050**.

### ***B. Services***

You can use the System to access these Services:

View current balance information on your Credit Union accounts;

View Credit Union account history;

Transfer funds between your accounts;

Transfer funds between financial institutions;

Make on-us loan payments;

View check images;

Make stop payment requests;

Export history information in a Quicken, QuickBooks, or spreadsheet format;

Pay bills;

Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, the Credit union may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

Information shown on the System is generally up to the minute. The available account balance may include deposits still subject to verification or other items memo posted to the account (e.g., debit card activity) and may not include outstanding checks or credits. The current balance is a count of items posted to the account. Transfers initiated through the System may not result in immediate availability because of the time required to process the request. Please contact us if you have further questions.

### ***C. Our Liability***

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor any of the "Service Providers" shall be responsible for any loss, property damage or bodily injury, whether caused by equipment, software, telecommunications hardware or services, or any other device or service used to access System. You also agree that this limitation specifically excludes any and all direct, indirect, special or consequential, economic or other damages arising in any way out of the use, misuse, or attempted use of the System. You specifically agree that "Service Providers", as used in the foregoing, shall include, but not be limited to: Rancho Federal Credit Union, Internet browser providers such as Microsoft\* (Microsoft Internet Explorer browser), ISP, online service providers, and all agents and subcontractors of any of the foregoing. Rancho Federal Credit Union will attempt to accomplish all requested transfers to or from specific accounts in a timely manner.

Rancho Federal Credit Union is not liable for any errors, direct or indirect damages, consequential damages or any other claim or liability based upon its provision of the services set forth in this Agreement. You acknowledge and agree that you are responsible for validating that payments have been processed with Online Banking System in accordance with the payment instructions that you give to us. We strongly recommend that you check periodically to ensure that all your payments have been processed as requested. Rancho Federal Credit Union cannot make transfers under the following circumstances: You do not have enough money in your designated account to make a transfer. If a court order directs us to prohibit withdrawals or transfers from, or access to the account. If your account is closed transactions on the account are not permitted. If the transfer would cause your balance in the account or any account to exceed the credit limit for any credit arrangement that you have established to cover overdrafts. If you, or anyone acting by or through you commits any fraud or violates any law or regulation. If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly. If you have not properly followed the instructions for using Online Banking. If circumstances beyond our control (such as fire, flood

or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us. If you enter your User ID and/or your Password incorrectly.

#### ***D. Hours of Accessibility***

You can access your Rancho Federal Credit Union accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of system may not be available due to system maintenance or unforeseen hardware, software, or communication problems. During these times, you may be able to use the 24 touch-tone telephone service (Rosie The Phone Teller) at (562) 803-0329 or (866) 931-7520, a Rancho Federal Credit Union ATM or a Rancho Federal Credit Union branch to conduct your transactions. A bank to bank transfer initiated through Online Banking before 4 PM (Pacific Time) on a business day is posted to your account the same day. All bank to bank transfers completed after 4 PM (Pacific Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day. All internal transfers are posted the same day. Our business days are generally Monday through Friday, except for banking holidays defined to mean all federal banking holidays and other holidays observed by us.

#### ***E. Additional Terms and Conditions***

Obtaining Account Balance and Transaction History – You can obtain balance and transaction history on all your accounts. Transferring Funds – The number of transfers from a share account is limited as described in the applicable Terms and Condition Account Disclosure. If a hold or pledge has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold or pledge expires.

### **IV. General Terms**

#### ***A. Changes to Charges, Fees or Other Terms***

We reserve the right to change or add to the charges, fees or other terms described in this Online Access Agreement. When changes are made to any fees, charges, or other material terms we will update this Online Access Agreement, and either post a new agreement Online, send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted and/or mailed at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions. You agree that in the event that a change in terms or conditions is necessary in order to maintain the security of the system, these changes to the terms and conditions may take effect immediately. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the use of accounts or access to the services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by applicable Terms and Conditions Account Disclosure and other documents relating to the account.

#### ***B. Privacy and Confidentiality***

Rancho FCU is strongly committed to protecting your security and confidentiality. Account information accessed through our Online Banking Services is located on a secure encrypted server. To ensure the privacy of your account information while you are online, you are only able to access your account with high security browsers. Once logged in, if no action is taken within a specific number of minutes set by you, not to exceed 30 minutes, you will automatically be logged off. You are limited to a session of 30 minutes each time you access Online Banking Services. Our member privacy statement can be obtained via the link on our home page.

#### ***C. Questions or Error Correction on Online Financial Services***

In case of questions or errors about online funds transfers involving a Rancho Federal Credit Union account, you should do one of the following: Call Rancho Federal Credit Union at 1-866-855-9050 during member service hours. Write Rancho Federal Credit Union, Attn: Member Services, P.O. Box 2728, Downey, CA 90242, 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. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. When you tell us about the problem, please: Tell us your name and account number. Describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need. Tell us the dollar amount of any suspected error. We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, 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, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question, in which case we may conditionally credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, for the amount you claim 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 or question in writing and we do not receive it within ten (10) business days of this request, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

#### ***D. Service Termination, Cancellation or Suspension***

We reserve the right to terminate this Agreement or limit your use of the System at any time and for any reason at our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Service(s) without prior notice include, but are not limited to:

- If you breach this or any other agreement we may have with you;
- If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);
- If there is conflicting claims as to the funds in any of your account(s);
- If you request us to do so;
- If you do not access the System for a period of **90 days** or longer;
- If you have insufficient funds in any one of your Credit union accounts; or

Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the System or Service(s) and does not terminate your other relationships with us.

In the event you wish to cancel the Service you may contact member service via one of the following:  
Telephone us at (866) 855-9050 during member service hours; and/or Write to us at:

Rancho Federal Credit Union

Attn: Member Services

P.O. Box 2728

Downey, CA 90242

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled.

#### ***E. Other General Terms***

Other Agreements – In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Terms and Conditions Account Disclosure, the Credit Union's rules and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable state and federal laws and regulations. We agree to be bound by them also. Rancho Federal Credit Union may assign or delegate certain of its rights and responsibilities under this Online Access Agreement to independent contractors or other third parties.

### **V. Bill Payment Service**

#### ***A. Using the Service***

You agree to be bound by the Terms and Conditions of **COOP eCOM**, our third party bill payment service provider as defined below.

##### *Service Definitions.*

"Service" means the Bill Payment Service offered by the Credit union.

"Agreement" means these Terms and Conditions of the bill payment service. As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, as well as any authorized users of the Service that such person allows, subject to the parameters of multiple user access as set forth within the application.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day your Payment Account will be debited and is also the day the Service will begin processing your payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

Payment Authorization and Payment Remittance. You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

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

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods. The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

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

Prohibited Payments. Payments to Payees outside of the United States or its territories are prohibited through the Service.

Exception Payments. Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

Bill Delivery and Presentment. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all User IDs, Passwords and Authentication Methods for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.
- Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

Errors and Questions- In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

Telephone us at (866) 931-7520 during member service hours or write to us at  
Rancho Federal Credit Union

Attn: Member Services

P. O. Box 2728

Downey, CA. 90242

### ***B. Bill Pay Fees***

Bill Pay has no monthly service fee.

### ***C. Joint Membership***

The terms of this Online Access Agreement extend to all signers on the account subject to access under this agreement. To have a joint membership, all members must be joint signers on the checking account used for Bill Pay. Joint members share the same payee list, and are subject to the joint tenancy rules contained in the Terms and Conditions Account Disclosure.

## **VI. ACH**

### ***A. Account to Account Transfers***

Regulation D stipulates that there is a maximum of six (6) transfers per month from each savings overdraft source. This includes transfers from your Regular Share or Money Market Accounts using Call 24 and Online Banking, and pre-authorized transfers. When the maximum of six transfers has been reached in a calendar month, no additional overdraft transfers will be processed from the Regular Share or Money Market Accounts.

### ***B. Bank to Bank Transfers***

You may subscribe to certain services such as external transfer requests for ACH system funds transfers which will move money from another financial institution into your Rancho Federal Credit Union account or from your Rancho Federal Credit Union account to another financial institution. **NOTE:** It may take an additional business day for your Bank to Bank Transfer to be reflected in your account balance of the destination account depending upon the Other Financial Institution's processing rules and cut off times.

### ***C. Transaction Limits***

There is a total transactions limit of \$2,500 per day, per account.

### ***D. Amending or Cancelling Transfer Requests***

You may not amend or cancel a transfer after you have entered it.

### ***E. Inconsistency of Name or Number***

The receiving financial institution may make the deposit to the beneficiary account based solely on the account or other identifying number, even if the name on the transfer request differs from the name on the account. We, or an intermediary financial institution, may send a transfer request to an intermediary financial institution or the beneficiary financial institution, even if the transfer request indicates a different financial institution's name.

### ***F. Sending Transfer Requests***

We may select any intermediary financial institution, funds transfer system or means of transmittal to send your funds transfer. Our selection may differ from that indicated in your instructions.

### ***G. Rejected Transactions***

A Bank to Bank Transfer will be returned if it cannot be successfully posted to your accounts, including, but not limited to:

- An incorrect entered account or ABA number;
- Insufficient available funds in the account to be debited and/or credited;
- Insufficient minimum available balance to meet the Service Limits transfer qualification criteria;
- Exceeding the dollar limit for an individual transaction, daily transfer limit, monthly transfer limit, or pending transfers that have not yet been posted.

It is your responsibility to monitor the status of your Bank to Bank Transfer requests and for ensuring your transactions have been accurately entered and processed as requested.

### ***H. Errors or Questions about your Transfer Requests***

We notify you about funds transfers by listing them on your account statement. In some cases, we also may notify you electronically. You must notify us immediately if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 60 days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within this 60-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent. You may reach via one of the following: Telephone us at (866) 931-7520 during member service hours or write to us at

Rancho Federal Credit Union

Attn: Member Services

P. O. Box 2728

Downey, CA. 90242

### ***I. Notice of Funds Transfer***

We notify you that we have received funds transfers by listing them on your account statement. Statements are sent by mail and are also available via Online Banking. We are not obligated to send you a separate notice of each incoming funds transfer. We are not obligated to pay you dividends for the period before the transfer is received. If you are expecting a funds transfer and want to find out if it has been credited to your account at Rancho Federal Credit Union, log into online banking at <https://www.ranchofcu.org/> or contact us at 866-931-7520.

### ***J. ACH Debits and Credits***

Upon your request, originators that you authorize may send Automated Clearing House (ACH) credits and debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

## **VII. Mobile Banking Agreement**

### ***A. Description of Service***

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Rancho FCU account information, make payments to payees, transfer funds, deposit checks and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking. Additional Information about Rancho FCU's Mobile Banking service is available on our website at <https://www.ranchofcu.org>

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all devices. Rancho FCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Business Days are Monday – Friday, excluding Federal Holidays.

We will abide by the Rancho FCU Privacy Policy in all transactions with you.

### ***B. Use of Service***

In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

### ***C. Eligibility***

Mobile Banking may not be available to you if:

1. You've been a Rancho FCU member for less than 30 days
2. You are not registered for Online Banking
3. Restrictions exist on your account
4. Current or previous collections exist on your account.

### ***D. Other Agreements***

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Terms and Conditions Account Disclosure provided at the time of account opening.

#### ***E. Permitted Mobile Banking Transfers***

You may use the Service to transfer funds between your eligible Rancho FCU accounts ("Internal Transfer"). You may also transfer to or from an account at another financial institution (Bank to Bank transfer) using Mobile Banking.

**NOTE:** It may take an additional business day for your Bank to Bank Transfer to be reflected in your account balance of the destination account depending upon the other financial institution's processing rules and cut off times. You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection (if applicable). We may process transfers that exceed your available balance at our sole discretion. If we process the transfer you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six (6) limited transactions permitted each monthly statement cycle period, as described in the Terms and Conditions Account Disclosure. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You will review the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

#### ***F. Mobile Remote Deposit Capture***

##### ***Description***

The mobile remote deposit capture service ("Mobile Deposit") provides you the ability to access and make deposits to your designated eligible accounts using the software. Mobile Deposit enables you to use a compatible wireless device to photograph an image of an original paper check that is drawn on or payable through United States financial institutions (each a "Check Image") and to electronically submit the check image and associated deposit information to Rancho FCU from your home or other remote locations using the software for deposit into a designated eligible account for collection thereafter by Rancho FCU. A check image submitted to Rancho FCU electronically for deposit is not deemed received until Rancho FCU accepts and confirms receipt of your check image deposit.

##### ***Requirements***

Your use of Mobile Deposit is subject to the following requirements:

- To access Mobile Deposit you must have or acquire and maintain a compatible handheld device with the ability to take photographs and a wireless plan from a compatible wireless carrier or access to a secure Wi-Fi network.
- Rancho FCU will automatically qualify and approve you to use Mobile Deposit based on pre-established account eligibility criteria set from time to time by Rancho FCU. Rancho FCU reserves the right to change eligibility criteria for Mobile Deposit at any time.
- You may photograph and submit check images for deposit to Rancho FCU within the dollar limits ("Deposit Limits") established by Rancho FCU (**Currently limited to 3 checks per business day, totaling no more than \$1000**). Rancho FCU reserves the right to limit the frequency and dollar amount of deposits submitted through Mobile Deposit. If you exceed the deposit limits established for you, Rancho FCU may in its sole discretion accept or refuse the check image deposit. If at any time Rancho FCU accepts a check image deposit that exceeds your deposit limits, Rancho FCU will have no obligation to do so in the future. Rancho FCU may at any time at its sole discretion raise or lower your deposit limits.
- Business days for Mobile Deposits are considered Monday through Friday, 8am to 3pm PST, excluding holidays or any other day we are not open for business. Transactions processed after these hours on a business day or any other day that is not a business day, are treated as occurring on the following business day.

- By accessing Mobile Deposit, you authorize Rancho FCU to provide you with access to all of the eligible accounts qualified to participate in Mobile Deposit. The following account types are currently eligible for Mobile Deposit: Checking and Savings Accounts.

### ***Deposit Processing***

Photographing and submitting check image deposits does not constitute receipt of the deposit by Rancho FCU. Generally, check image deposits received prior to 3:00 p.m. Pacific Time (PT) are processed on the Business Day of receipt. Any check image deposit received after 3:00 p.m. PT on a Business Day or on a day other than a Business Day will be processed on Rancho FCU's next Business Day. Acknowledgment that your check image deposit has been received by Rancho FCU does not mean that the check image deposit was received error free.

**All deposits are subject to review before final credit is issued.**

### ***Confirmation of Receipt or Rejection***

Once you've completed the deposit, your screen will display a confirmation message that the check was transmitted successfully. Rancho FCU will send a notice to you if your check image deposit is rejected in whole or in part. You may also verify receipt and the amount of your check image deposit credited to your account by reviewing your statement online or by calling a Member Service at (866) 855-9050.

### ***Eligibility Criteria***

You agree that you will use Mobile Deposit to photograph only original checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with Rancho FCU. The following items cannot be deposited using Mobile Deposit:

- Cash or foreign currency
- Savings Bonds
- Checks payable to a third party
- Substitute Checks (checks created from an electronic image)
- Checks that are irregular in any way (mismatched amounts, alterations, etc.)
- Checks previously returned unpaid
- Stale dated checks (older than 6 months)

### ***Ineligible Check Images***

You understand that Rancho FCU is not obligated to accept for deposit any check image that Rancho FCU at its sole discretion determines to be ineligible for Mobile Deposit. Ineligible items include:

- Illegible MICR line 9(account number, routing number)
- Illegible check amount (numeric and/or written)
- Missing or illegible maker signature
- Missing or illegible endorsement
- Invalid routing number

### ***Destruction of Check Images***

You shall fully destroy each original check in your check image deposit thirty (30) days following receipt and crediting of your check image deposit. Prior to destruction you shall maintain each original check in a secure location. You understand each original check must be fully destroyed following any retention period and that a paper shredder is one such method to assure destruction. You are responsible if an original check is misused following submission by Mobile Deposit and its full destruction.

### ***Representations and Warranties***

You make the following representations and warranties:

- You shall not alter any original check or check image and shall review the check image to ensure that it accurately represents all of the information on the front and the back of the original check at the time you photographed the check image.
- You shall submit to Rancho FCU only check images that are suitable for processing, including, but not limited to, check images that are legible and contain machine-readable MICR data.
- You shall destroy the original checks as stated above.
- You shall not submit to Rancho FCU or to any other person or entity for deposit or credit any original check if a check image of the original check has already been submitted and accepted for deposit into your account with Rancho FCU or which you previously submitted to and was accepted by any other person or entity for deposit.
- You shall not deposit into your account with Rancho FCU or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any original check that you submitted as a check image deposit to Rancho FCU, unless following receipt of your submission, Rancho FCU notifies you that the check image is ineligible and not accepted for deposit or that the check image or any

substitute check created from the image is refused by the financial institution upon which it is drawn.

- You shall use Mobile Deposit only for your own personal or home office use in accordance with the terms of this Agreement. You shall not make Mobile Deposit available or transfer your rights to use Mobile Deposit for the benefit of any third party.

#### ***Fees and Charges***

All fees and charges related to any Account you access with Mobile Deposit as stated in the applicable Fee Schedule for the Account will remain in effect when using Mobile Deposit.

#### ***Consent to Electronic Communications***

You agree that Rancho FCU may provide you with all disclosures, notices, and other communications about Mobile Deposit, and any future amendments or changes or additions to this Agreement, in electronic form. Rancho FCU will provide all future updates to this Agreement by posting the updated Agreement on the Website. At your request, Rancho FCU agrees to provide you with a paper copy of this Agreement. You may request paper copies of this Agreement by calling a Member Service at (866) 855-9050. Your consent to receive notices and updates in electronic form only will apply for as long as you use Mobile Deposit. You may withdraw your consent at any time by choosing to cancel Mobile Deposit. Rancho FCU may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you at least the minimum notice required by law or regulation before the effective date of the amendment or change. Amendments may include adding new terms or conditions and deleting existing terms and conditions. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of the Mobile Deposit or the safety of Rancho FCU's relationship with you or is otherwise required immediately by law or applicable regulation. Rancho FCU shall thereafter promptly advise you of any such change in writing.

#### ***G. Your Responsibilities***

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

##### ***Account Ownership/Accurate Information***

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that 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 using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Mobile Banking.

##### ***User Security***

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

##### ***User Conduct***

You agree not to 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 privacy, including any rights in the Software; (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, anti-discrimination 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.

You agree that the Service is only for the personal use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

#### ***H. Indemnification***

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Rancho FCU, officers, directors, employees, consultants, agents, service providers, and licensors 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 (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

***J. Errors or Questions***

In case of errors or questions about your Mobile Banking transactions contact us, as soon as possible via one of the following methods:

Telephone us at (866) 931-7520 during member service hours or write to us at  
Rancho Federal Credit Union

Attn: Member Services

P. O. Box 2728

Downey, CA. 90242

We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared.

**By using any RFCU online services, you acknowledge that you have read and understand this Agreement and the separate agreements, disclosures, schedules and exhibits as they appear on the Credit Union's website or given to you, including but not limited to, optional services (if selected by you).**