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I. INTRODUCTION AND ACKNOWLEDGEMENT

A. Introduction

This Online Banking Agreement (Agreement) states the terms and conditions applicable to and describes the various types of Electronic Fund Transfers (EFTs) available to members with Online Banking and/or Mobile Banking, and your rights and responsibilities concerning these transactions, including your rights under the Electronic Fund Transfers Act. Please read this document carefully. You may want to print or save this document for future reference, or if you would like a paper copy you may notify us at the telephone number or address listed in Section VIII B, "In Case of Errors or Questions."

B. Definitions

For the purpose of this document, "I," "me," "my," "myself," and "mine" refer to the person(s) subscribing to or using Online Banking and/or Mobile Banking ("the Service") including, without limitation, others I permit to use the Service. "You," "your," and "Credit Union" shall refer to California Credit Union and any agent, independent contractor, designee, or assignee the Credit Union may involve in the provision of the Service. All references to time of day in this Agreement refer to Pacific Time.

C. Acknowledgment

My first login to Online Banking confirms my agreement to be bound by all the terms and conditions of this Agreement and acknowledges my receipt and understanding of this Agreement.

II. SERVICE REQUIREMENTS

A. Enrollment Requirements

With Internet access, an open Credit Union account and my personal and account information, I can enroll in the Service online at the credit union website.

B. Bill Payment Enrollment (Not available for Pay Card)

For optional Bill Payment service, I must enroll in Online Banking and have a Checking Account and U.S. mailing address. I can apply for Bill Payment service when I first enroll in Online Banking by checking the Bill Payment box in the online enrollment form. I can also apply for Bill Payment service any time after enrollment by clicking on the "Bill Payment" icon in Online Banking and accepting the disclosure that will be presented on my screen.

C. Mobile Banking Enrollment

My enrollment in Online Banking may include access to some products and services through a mobile device or via the Mobile Banking App. By using Mobile services, I agree to the following terms. I agree that you may send me information relative to Mobile Services through my communication service provider in order to deliver them to me and that my communication service provider is acting as my agent in this capacity. I agree to provide a valid phone number, email address or other delivery location so that you may send me certain information about my applicable account or otherwise related to Mobile Banking services. Additionally, I agree to indemnify, defend and hold you harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorney's fees) arising from my provision of a phone number, e-mail address, or other delivery location that is not my own or my violation of applicable federal state or local law, regulation or ordinance. My obligation under this paragraph shall survive termination of the Agreement.

The Mobile Services are provided for my convenience and do not replace my monthly account statement(s), which are the official record of my account. I understand and agree these services may not be encrypted and

may include personal or confidential information about me such as account activity or status. You are not liable for mis-delivery, non-delivery, and receipt of information, including instructions for payment, transfers and other move money carriers, other parties, to extent they arise from reasons outside of your control. You 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 Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when I use a mobile device. Therefore, I may not be eligible to use all products, services or functionality described when I access or try to access them using a mobile device. You reserve the right to determine my eligibility for any product, service or functionality. Information available via the Mobile Banking, including balance, transfer and payment information may differ from the information that is available directly through the Online Banking service and site without the use of a mobile device. Information available directly through Online Banking without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our site), or may be more current than the information available via Mobile Banking, including but not limited to account balance information. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through Online Banking without the use of a mobile device. Processing of payment and transfers instructions may take longer through Mobile Banking. You are not responsible for such differences, whether or not attributable to my use of Mobile Banking. Additionally, I agree that neither you nor your service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. I am responsible for any and all charges, including but not limited to, fees associated with data usage and/or text messaging imposed by my communications service provider. You are not responsible for any damages resulting from my failure to comply with any terms and conditions provided by my communications service provider or any app store.

1. Alerts and Mobile Text Services

My enrollment in Online Services may include access to mobile text messaging related services and Alerts. By receiving or otherwise using these services, I agree to the following terms for these services. I agree that you may send messages through my communications service provider in order to deliver them to me and that my communications services provider is acting as my agent in this capacity. You may use a telephone number, email address or other delivery location you have in your records for me or other such contact information as I may provide to you for these services so that you may send me certain information about my applicable account. The Text Services are optional and are only available to customers who have an eligible account with you. Message frequency depends on user preference.

D. Account Access and Ownership.

I understand that I have or will have a User ID, to which multiple products/services can be added (i.e. checking, money market accounts, IRAs, etc.). I may have different account owners/signers on the various accounts, for example, my checking account might have myself and my spouse (joint owner); my savings account might list myself and my child (joint owner); and my line of credit might be accessed only by me (individual owner). I further understand and agree that by disclosing my User ID and Online Banking Password to any other person or account owner, I am allowing that individual complete online access to all my accounts, regardless of who is authorized to sign on each account. I understand in the example above, my spouse and child would have full access via Online Banking to all three accounts if they had access to my User ID and Password, even though they could not do so through other transaction methods.

E. Electronic Mail

If I send you an e-mail message, you will deem it to be received the following business day. I should not rely on email if I need to report an unauthorized transaction from one of my accounts or if I need to stop a payment that is scheduled to occur.

Emails outside of the Online Banking and/or Mobile Banking site are not secure. You advise me not to send you or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system. If I wish to contact you electronically, please use the email option provided in Online Banking site. Use this secure form to email you regarding concerns of confidential nature.

I may not send electronic mail to you that is illegal, obscene, profane, threatening, defamatory, invasive of privacy, infringing of intellectual property rights; or contains harmful code, political campaigning, commercial solicitation, chain letters, or mass mailings; or violates any applicable law, such as the CANSPAM Act.

F. System Requirements

I am solely responsible for obtaining, installing, maintaining and operating all software, hardware and/or other equipment (collectively, "Equipment") necessary to access and/or use the Service, as further described below:

- Internet capable device (i.e. computer, mobile telephone, tablet) ("Access Device")
- Internet browser with 128-bit encryption
- Use the most current web browser available.

Further, I am responsible for obtaining and maintaining Internet services from the Internet service provider of my choice, which includes responsibility for any fees and costs imposed by such Internet service provider or related service providers. These responsibilities include, without limitation, my utilizing up to date web-browsers, Access Devices and best commercially available encryption, antivirus, anti-spyware, and Internet security software. I acknowledge that there are certain risks associated with using open networks such as the Internet including security, corruption, transmission error, and access availability risks and I hereby expressly assume such risks. I acknowledge that I am responsible for the data security of the Equipment and Access Devices used to access the Service, and for the transmission and receipt of information using such Equipment. You are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or my Equipment and/or Access Device nor are you responsible for notifying me of any upgrades, fixes or enhancements or for providing technical or other support for my Equipment and/or Access Device.

I understand that my use of Access Device is susceptible to viruses and other security threats. I am solely responsible for making sure my Access Devices and Equipment are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your Access Device, Equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party. I SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DAMAGE CAUSED BY OR RELATED TO MY EQUIPMENT, HARDWARE OR SOFTWARE COMPONENTS, INTERNET SERVICES OR THE INTERCEPTION BY A THIRD PARTY OF ANY PERSONAL INFORMATION AND/OR SENSITIVE INFORMATION ACCESSED VIA THE SERVICE.

III. BUSINESS DAYS/HOURS OF OPERATION

A. Business Day

Every day is a Business Day except Saturdays, Sundays and federal holidays. I may use Online Banking and/or Mobile Banking any time, day or night, seven days a week, except when the Service is unavailable during brief maintenance periods.

B. Bill Payment Availability

Bill Payment services are made available through an agreement between the Credit Union and FIS. Any interruption of service or access by FIS will also prevent my use of Online Banking and/or Mobile Banking Bill Payment service.

IV. TERMINATION

A. Notifying the Credit Union

I may terminate my access to Online Banking and/or Mobile Banking, by contacting the online support team:

1. By phone at 1-800-848-5654
2. By e-mail at support@northislandcu.com
3. By US mail to: Online Support Team, PO Box 85833, San Diego, CA 92186-5833

B. Identifying Service to be Terminated

I understand that Online Banking, Mobile Banking, and Bill Payment are separate but related services. Ending Online Banking service automatically terminates Bill Payment service. If I wish to end only the Bill Payment service, but keep my Online Banking and/or Mobile Banking access intact, I must clearly state this in my termination request.

C. Fees at Termination

I incur no fees by terminating Online Banking and/or Mobile Banking access. If you receive my request to end Bill Payment service at least 10 Business Days before my next Billing Date, any monthly service fee normally applicable will be waived for the termination month. Transaction fees for any excess payments I have made that month will apply (see Section VII, USING THE SERVICE, B. Bill Payment).

D. Termination Timing and Responsibility

I may cancel the Service, upon thirty (30) days prior notice to the Online Banking Help Center. I understand that it takes up to 10 Business Days to process a cancellation request. I further understand that I am responsible for any transfers or payments scheduled from my accounts between the time of my cancellation notice and the time cancellation takes effect. Termination will not affect my liability or obligations under this Agreement for any transactions you have processed on my behalf.

E. Credit Union-Initiated Termination

I understand that you may terminate my use of the Service, in whole or in part, for any reason, at any time, without prior notice. My access to Online Banking and/or Mobile Banking may be terminated, for example, if my primary account is closed, if access to any of my accounts is restricted for any reason, or if 180 or more days elapse between my signons to Online Banking and/or Mobile Banking.

V. SECURITY PROCEDURES

A. Security Elements

You will act on instructions received through Online Banking and/or Mobile Banking under my unique User ID and Password, the two elements required for Online Banking and/or Mobile Banking access to my accounts. My User ID and Password are established for security purposes. I understand that I cannot use the Service without a User ID and Password. **I AGREE THAT USE OF THE USER ID AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. My Password acts as my signature.** All transactions affected by use of the Service contemplated hereunder that would otherwise require my actual signature, or other authorization, will be valid and effective as if actually signed by me when accomplished by use of my User ID and Password(s) or as otherwise authorized under this Agreement.

B. Password

At registration, I will be prompted to provide a Password that is at least eight (8) characters and have at least one alpha and one numeric digit. Password is case sensitive. Additionally, you will recommend that I provide an email address and phone number to use for authentication and access verification. I may change my Password thereafter whenever I wish using Online Banking and/or Mobile Banking. You recommend that I change my Password regularly. For my own security, I should memorize my Password and not write it down. I am responsible for keeping my Password and User ID confidential. I understand that if I disclose my account information to any person(s), I have given them access to my account(s) via the Service including the ability to review all of my personal and financial information and to engage in account transactions. All transactions that person performs, even those transactions I did not intend or want performed, are authorized transactions. Transactions that I or that person initiates with fraudulent intent are also authorized transactions. In such instances, I assume all risks and losses associated with such disclosure and I agree to be responsible for any transaction and activities performed from my accounts and for use of any of my personal and account information by such person(s). You

are entitled to act on all transaction instructions received using my User ID and Password, which will have the same effect as my signature for the purpose of authorizing transactions. If I authorize anyone to use my account information in any manner, that authority will be considered valid until I specifically revoke such authority by notifying you in writing, and immediately changing my User ID and Password. I will be responsible for any transactions made by such authorized persons up to the time I notify you of the revocation and the User ID and Password have been changed.

If I fail to maintain the security of my User ID and/or Password and the Credit Union suffers a loss as a result, you may terminate my access to the Service immediately, as determined in your sole discretion.

For my protection, I should sign off after every session and close my browser to ensure confidentiality. To maintain the security and privacy of my account, you recommend that I periodically change my Password. Further, you recommend that I memorize my Password and do not write it down. I am responsible for keeping my User ID, Password, account numbers and other account information confidential.

C. Bill Payment Security

I understand that if I have Bill Payment service, my User ID and Password permit access to payments through Online Banking and/or Mobile Banking. The purpose of these security procedures is to verify that any payment orders are my authorized agents or mine. They are also intended to detect error in the transmission or the content of the payment order or communication. They may include other procedures designed to ensure the funds transfer is an authorized instruction and to ensure its accuracy. I acknowledge that I have considered the security procedures of the Bill Payment service included in this document and find they are commercially reasonable for verifying that a payment or other communication was authorized by me or by my authorized agent. In reaching this determination, I have considered the size, type and frequency of payments or other communications that I anticipate issuing to you or your Service provider. I acknowledge that I will bear all losses should the security procedures be breached by me in any manner. If the bill payment is carried out by use of the commercially reasonable security procedures, I am responsible for any losses incurred and I will be prohibited from contending that the transfer was not authorized. If the Service security procedures are not, in my judgment, commercially reasonable, I must inform you within 30 days. If conditions change (i.e. amount, type and frequency of my payments or other communications), and, as a result, the Service security procedures cease to be commercially reasonable in my judgment, within 20 days I must inform you of my intent to cancel the Service.

VI. USING THE SERVICE

A. Online Banking and/or Mobile Banking

The Service allows me to perform these transactions at any time:

1. Access my Checking account to review the status of checks, deposits and withdrawals;
2. Transfer funds between my accounts;
3. Make up-to-date balance inquiries;
4. Perform account and loan history inquiries;
5. Transfer advances from my Line of Credit and/or Home Equity Line of Credit into one of my deposit accounts (line of credit advances may not be transferred to other loans or lines of credit);
6. Make payments to my loans from my deposit accounts;
7. Schedule Alerts to notify me of changes in my account(s) activity;
8. Review dividends received and finance charges paid year-to-date; (not available in mobile banking)
9. Establish email notifications and Text Alerts;
10. Add and authorize additional users to access my account(s) online. Access and permission are controlled by me;
11. Place stop payments on checks that I have written or issued from my personal checking account. Fee may apply; (not available in mobile banking)

TRANSACTIONS AVAILABLE THROUGH ONLINE BANKING

	Funds Transfer		Balance Inquiry	Account History
	In	Out		
DEPOSIT ACCOUNTS				
Checking	Yes	Yes	Yes	Yes
Premium Money Market	Yes	Yes	Yes	Yes
Share Savings	Yes	Yes	Yes	Yes
Money Market	Yes	Yes	Yes	Yes
Share Certificate	No	No	Yes	Yes
Saver Certificate	No	No	Yes	Yes
Individual Retirement Account	No	No	Yes	Yes
LOANS				
Auto Loan	Yes	No	Yes	Yes
RV/Boat/Airplane Loan	Yes	No	Yes	Yes
Line of Credit	Yes	Yes*	Yes	Yes
Personal/Signature Loan	Yes	No	Yes	Yes
Mortgage Loan	Yes	No	Yes	Yes
Home Equity Line of Credit	Yes	Yes*	Yes	Yes
Equity Loan/2nd Mortgage	Yes	No	Yes	Yes
Home Improvement Loan	Yes	No	Yes	Yes
Share- or Certificate-Secured Loan	Yes	No	Yes	Yes

*Line of credit transfers are permitted only into deposit accounts, not into other loans or lines of credit.

B. Bill Payment

Through optional Bill Payment service within Online Banking and/or Mobile Banking, I can make one-time or recurring payments from my Checking account to almost anyone in the United States.

1. Account Designation

All payments I make through Bill Payment service will be deducted from the Checking Account I designate. You are responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated payee. You are not liable in any way for damages if: the estimate of time for delivery to the payee is inaccurate; delays in mail delivery or changes of merchant address or account number result in the failure of any merchant to account correctly for or credit the payment in a timely manner; or for any circumstances beyond your control.

2. Payee Types

I may make payments through the Service to any business, merchant or professional that generates a bill or invoice for consumer products or services provided to me or on my behalf. I can also make payments to organizations, individuals, family or friends for any purpose. However, any payee I specify must be payable in U.S. Dollars and located in the United States. I may not use the Service to make payments to a federal, state or local government, court or tax unit who does not accept third-party payments, or to other categories of payee that you establish from time to time.

3. Payee Information

I must provide sufficient information about each payee. I must provide the payee's name, mailing address and phone number. In addition, I will be asked to supply my account number as it appears on any bill from this payee. If I provide incorrect payee information, I will be responsible for recovery of funds sent to the wrong party and I will still be obligated to pay you the amount of the payment request.

4. Authorization to Charge Account

I authorize you to charge the Checking account I have designated for any Bill Payment transaction, including the amount of any payment made and any charges for the service.

5. Late Fees

Standard payments scheduled prior to 3:00pm CST will be processed and sent to payee the next day.

Expedited payment DELIVER BY dates are determined by the system and presented when the payment is initiated as an expedited payment. Overnight check payments submitted on a business day by the Bill Payment processing cutoff of 5:45 pm CST are processed that day. Overnight check payments submitted on a non-business day or after the cutoff are processed the next business day.

6. Authorization to Charge Account

It is recommended that payments are scheduled 1-5 days before the payment is due to ensure payments arrive to the payee by the payment due date. If a payment posted late with the payee and a late fee is charged, you will research the concerns regarding the specific payment posting late. Late payments may or may not be refunded based on the information the payee provides.

VII. RIGHTS AND LIABILITIES

A. Service Limitations

You may from time to time introduce new Services or enhance the existing Services. You shall notify me of the existence of these new or enhanced Services. By using the Services when they become available, I agree to be bound by the obligations concerning these Services.

1. Dollar Limitations

The combined maximum for payments and transfers Online Banking and/or Mobile Banking and automated telephone teller cannot exceed \$10,000 per day (or the available balance in the designated account, whichever is less).

2. Limits on Withdrawals/Transfers

Federal regulations limit pre-authorized or electronic withdrawals and transfers from my Regular Share Savings, Investor and Premium Money Market accounts to no more than six per calendar month. No more than three of these six transfers may be made by check, share draft or similar order to a third party including electronic transfers to third parties at point-of-sale facilities with my ATM/Debit Card. Transfers I

make at an branch, through an ATM or by a withdrawal check mailed directly to me do not count toward these monthly limits. Advances to one of my accounts from my Line of Credit or Home Equity Line of Credit may not exceed my available credit limit.

3. Available Funds Required

All transactions and transfers initiated through Online Banking and/or Mobile Banking are subject to the availability of sufficient, collected funds to cover the transfer on the scheduled Transaction Date.

4. Authorization

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

B. Stopping Scheduled Transactions

I understand that I may change or delete a pending payment or transfer before you have processed it. This means I can delete or change any scheduled payment, if I do so online no later than 5:00 p.m. Pacific Time the day prior to the scheduled send date. If, for any reason, Online Banking and/or Mobile Banking is temporarily unavailable, delete payment requests can be made by contacting Online Banking support during normal business hours the day prior to the scheduled Send Date.

C. Unauthorized Transactions or Compromised Password

1. Immediate Actions

If I believe my Password has become known by an unauthorized person, or that someone has transferred money without my permission from my accounts, I will take these actions as soon as possible:

- Change my Password in Online Banking and/or Mobile Banking and
- Contact the online support team:
 - ~By phone at (800) 848-5654
 - ~By e-mail at support@northislandcu.com
 - ~By US mail to: Online Support Team, PO Box 85833, San Diego, CA 92186-5833

2. Affidavit

If I suggest that an unauthorized transfer may have occurred, you may require me to sign an affidavit.

3. My Liability

If I do not notify you that my Password has become known by an unauthorized person, I could lose all the money in my deposit account(s) and consumer loan(s) accessed through Online Banking and/or Mobile Banking. If I tell you within two business days after I learn my Password has been compromised, and an unauthorized person accesses my accounts through Online Banking and/or Mobile Banking, I can lose no more than \$50. If I do not tell you within two business days after learning that my Password has been compromised, and you can prove that I could have stopped someone from accessing my accounts through Online Banking and/or Mobile Banking without my permission had I told you, I could be liable for as much as \$500. Changing my Password and notifying you as outlined in Section VII.C above are the best ways of minimizing my potential losses for unauthorized use.

D. The Credit Union's Liability for Failure To Make Payments/Transfers.

If you do not complete a transfer to or from my account(s) on time or in the correct amounts, you will be liable for any late fees or finance charges, but not for any indirect, special or consequential damages. Further, you will not be liable if:

- Through no fault of yours, my account does not contain sufficient funds to make the transfer.
- The equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable.
- Circumstances beyond your scope of control, such as fire or flood, prevented the transfer, despite reasonable precautions that you have taken.
- A court order or legal process prevents you from making a transfer.
- You have a reasonable basis for believing that unauthorized use of my Password or account(s) has occurred or may be occurring.
- I default under any agreement with you or if you or I terminate this Agreement.
- If I provide an incomplete or incorrect User ID or Password, or I answer security questions incorrectly, or I do not enter a correct passcode supplied by you to authenticate my identity, or because my User ID or Password has been repeatedly entered incorrectly, or I have not properly followed any applicable computer, Internet, or instructions for making transfers or using the Service.
- If you received incorrect or incomplete information from me or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner);
- If I, or anyone I allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- If I have not provided you with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee.
- You have reasonable cause not to honor for my or your protection.
- If your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system.
- If the payee mishandles or delays a payment.
- If delays in processing and/or payment are caused by third-party software and/or services.
- There may be other exceptions that alleviate your liability.

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

E. Disclaimer of Warranties

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

I UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT MY SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT MY OWN DISCRETION AND RISK AND THAT I WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO MY COMPUTER SYSTEM OR ACCESS DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

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

F. Limitation of Liability

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

G. Indemnification

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

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

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

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

VIII. ERRORS OR QUESTIONS

A. Documentation of Payments and Transfers

Information concerning Online Banking and/or Mobile Banking transactions will be shown on my periodic statements for the accounts to and from which payments and transfers are made. If I have arranged to have direct deposits made to my account at least once every 60 days from the same person or organization (i.e. my employer or the Social Security Administration), the person or organization making the deposit may tell me every time they send you the money. If they do not tell me, I can determine if the deposit was made through Online Banking and/or Mobile Banking or through automated phone teller. If these services are not available, I can call the Credit Union's Contact Center during normal business hours to find out if the deposit was made.

If I receive preauthorized deposits to my Share Savings account only, I will receive a statement at least quarterly. If I have preauthorized payments made from my Share Savings account, I will receive statements monthly. I will receive a monthly statement for my Checking account whether or not preauthorized transfers were made during the month.

If my preauthorized deposits vary in amount, the person or organization paying me is required to tell me 10 days before each payment, how much it will be and when the deposit will be made, unless I've made other arrangements with them.

Upon completion of a transaction using Online Banking and/or Mobile Banking, reference information will be included in my Account History.

B. In Case of Errors or Questions

1. Notifying the Credit Union

If I think my online or periodic statement is wrong or if I need more information about a transfer listed on my statement, as soon as I can I will contact you:

- By phone at 1-800-848-5654
- By e-mail at support@northislandcu.com
- By US mail to: Online Support Team, PO Box 85833, San Diego, CA 92186-5833

2. Timing

You must hear from me no later than 60 days after you send the statement on which the problem or error first appeared. A statement is considered to have been sent when it is first made available.

3. What to Include:

In my notice, I must:

- Tell you my name and account number or User ID.
- Describe the error or payment/transfer I am unsure about (merchant name, account information, transaction date, and transaction amount), and explain as clearly as I can why I believe it is an error or why I need information. If possible, please provide the confirmation number for such transaction.
- Tell you the dollar amount of the suspected error.

4. Written Notice or Affidavit:

If I tell you verbally, you may require that I send my complaint or question in writing within 10 business days. You may require me to provide my complaint in the form of an affidavit.

5. The Credit Union's Actions and Timing.

You will determine whether an error has occurred within 10 business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 days to investigate my complaint or question. If you decide to do this, you will credit my account within 10 business days (20 business days if my account has been open 30 days or less) for the amount I think is in error. This provisional credit enables me to have the use of the money during the time it takes you to complete your investigation. If the error concerns a myislandbanking.com transfer within the first 30 days after deposit to a new account, a 90-day investigation period in place of 45 days will apply.

You will tell me the results within three business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

IX. RELEASING ACCOUNT INFORMATION

You may provide information about my accounts to persons or agencies that, in your judgment, have a legitimate purpose for obtaining information. For example:

1. When it is necessary for completing transfers or transactions.
2. To use services of independent contractors that you believe are responsible providers.
3. In order to verify the existence and the condition of my account for a third party, such as a credit bureau or merchant.
4. To comply with a government agency or court order or with the request of a federal regulator.
5. If I give you my written permission.
6. To selected third parties for specific marketing offers (not for general use) unless you have instructed us not to on our Privacy Act Preference Line at 1-800-305-1280.
7. Of course we will at all times comply with federal and state laws and our own Privacy Policy.

X. OTHER CONDITIONS

A. Other Agreements

The terms and conditions governing my deposit accounts and loans are set forth in the Deposit Account Agreement and Loan Account Agreement, respectively, applicable to my accounts, which were provided to me when I opened these accounts. All such additional disclosures are incorporated herein by reference into this Agreement. Copies of each disclosure are available from any Credit Union branch or call to request a copy at 1-800-848-5654. In the event of a conflict between this Agreement and the other applicable account agreements provided to me, the terms and conditions of the specific Service will apply. Notwithstanding anything to the contrary, the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided to you in an additional agreement.

B. Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

XI. FEES AND CHARGES; CHANGES IN SERVICE TERMS

A. Internet Banking

At this time, there are no fees for me to use the Internet Banking and Bill Payments services of Online Banking

B. Mobile Banking and Text Alerts

There is no fee for Mobile Banking and/or Text Alerts but you are responsible for any and all charges including but not limited to fees associated with text messaging and data usage charges imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. To cancel the Text Services or Alerts you may update your user preference through Online Banking or contact us at 1-800-848-5654.

C. Fee Publication

Fees or charges associated with Online Banking in the future will be published in the Credit Union's Rates, Fees & Charges brochure.

D. Changes in Fees, Charges or Other Terms

I acknowledge that you reserve the right to change the fees or other terms described in this Agreement. When changes are made to any fees or other material terms, you will update this Agreement and either: (1) send a notice to me at the address shown on your records, or (2) send me an electronic mail message (e-mail) unless an immediate change is necessary to maintain the security of the system. The notice will be sent at least 30 days in advance of any changes in fees; stricter limits on the type, amount or frequency of transactions; or increase in my responsibility for unauthorized transactions. If an immediate change is required to protect the security of the system, you will provide me with electronic or written notice within 30-days of the change. As always, I may choose to accept or decline such changes to terms and conditions by continuing or discontinuing the accounts or services to which these changes relate

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