Meriwest Online Banking Agreement

This Online Banking Agreement ("Agreement") governs your use of the Meriwest Online Banking Service ("Meriwest Online"). Use of Meriwest Online is expressly conditioned on your acceptance of this Agreement. By using Meriwest Online, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. Throughout this Agreement, the words "Credit Union," "we," "us," and "our" mean Meriwest Credit Union. "You" or "your" means, as applicable, each owner of an eligible account. "Account" and "accounts" mean the eligible share draft (checking), share (savings) or other deposit account(s), loan account(s) and other account(s) that are tied to your Credit Union Member Number and that are linked to Meriwest Online to conduct banking transactions.

In addition to this Agreement, in connection with your use of Meriwest Online, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the Meriwest Online site or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through Meriwest Online, you will be subject to, and/or required to agree to, separate user agreements, member agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, "Additional Agreements"), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings or other deposit accounts, loan, line of credit, and any other accounts that you may view, modify or otherwise access while using Meriwest Online; Fee Schedules; our Electronic Fund Transfers Disclosure and Agreement; our Online Bill Payment Terms and Conditions; our Remote Deposit Capture User Agreement; and your signature card. Most of the Additional Agreements are available on our website at www.meriwest.com. To view them, scroll to the bottom of the page and click on "Legal."

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to Meriwest Online, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

Meriwest Online Banking Services (Meriwest Online)
Subject to the terms and conditions of this Agreement, you may use Meriwest Online to:

1. Transfer funds between your accounts. You may transfer available funds from an account owned by you to another account you own at Meriwest Credit Union. These transfers are commonly called "Internal Transfers." Transfers to and from your Meriwest accounts are usually effective immediately if the account from which funds are being transferred has sufficient available funds and security controls are met;
2. Make transfers between an account you own at the Credit Union and an account owned by you at another financial institution. These transfers are commonly called "External Transfers." You may transfer funds between (to or from) your account with us and any other account owned by you at another U.S. financial institution that supports and permits such transfers. Such transfers settle within three (3) business days;
3. Request Domestic Wire Transfers. All wire transfers are subject to the terms and conditions of the *Meriwest Funds Transfer Agreement*;
4. Make bill payments through our Online Bill Payment (Bill Payer) Service;
5. Obtain account balance and specific account information for various Credit Union accounts you may have (including, without limitation, checking, savings or other deposit accounts and loan

accounts);

6. Review transaction information on your Credit Union accounts;
7. Download certain account transactions to your personal computer;
8. View online statements, images of paid checks, and tax forms;
9. Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or savings statements, stopping payment on checks, updating your address, email address, mobile and home phone numbers, security settings, and changing your Username and Password;
10. Send us secure online messages and any questions regarding your transactions.

To make external transfers, you must follow the procedures in Meriwest Online to verify your ownership of the account(s) that you set up. **You agree that you will not attempt to add accounts to Meriwest Online that you do not own.**

At our discretion, we may establish member eligibility requirements and limits for fund transfers. We may change such eligibility requirements and transfer limits without prior notice to you. If a transfer exceeds current limits, it will not be processed. See the "Transaction Limitations" section of this Agreement. If there are insufficient available funds in an account you designate to make a transfer, or if making a transfer would cause your line of credit account to exceed your credit limit, we will refuse the transfer. Each transfer made from a line of credit account will be treated as a loan advance.

You may link accounts by sending us a message from your Secure Mailbox in Meriwest Online or calling 877-MERIWEST (877-637-4937) Monday through Friday from 7:30 a.m. to 6:00 p.m. Pacific Time and Saturday from 9:00 a.m. to 1:00 p.m. Pacific Time. The Credit Union reserves the right to deny access to a deposit account or loan account and to deny transactions under certain circumstances. You must be a member in "good standing" as defined in our *Account Disclosure and Deposit Agreement* and be registered in Meriwest Online.

When you use Meriwest Online, you authorize us to charge your designated account(s) for any transactions accomplished through the use of Meriwest Online, including the amount of any recurring payment that you make. You authorize us to transfer funds electronically between your designated account(s) according to your instructions initiated through Meriwest Online.

We may occasionally introduce new features to, or remove features from, Meriwest Online. When this happens, we will update our website accordingly. You agree that you are:

1. Solely responsible for acquiring and maintaining a computer or any other approved electronic device, such as a mobile device, and equipment that can support and access the Meriwest Online Service; and
2. Responsible for all costs associated with accessing Meriwest Online and your eligible accounts.

Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that may be accessed via your use of Meriwest Online. You represent and warrant that all information you provide to us in connection with your use of Meriwest Online is accurate, current, and complete. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Business Day Disclosure
Our business days are Monday through Friday, except federal holidays. Our proprietary ATMs are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Meriwest Online, Mobile-Meriwest, and the Bill Payer Service (Bill Payer) are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software. If you have questions regarding Meriwest Online, send us a message from your Secure Mailbox or call 877-MERIWEST (877-637-4937) Monday through Friday from 7:30 a.m. to 6:00 p.m. Pacific Time and Saturday from 9:00 a.m. to 1:00 p.m. Pacific Time. Branch hours and holiday schedules may be obtained through our website (www.meriwest.com/locations) or by contacting us at 877-MERIWEST (877-637-4937).

Disclosure of Account Information to Third Parties
We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We will disclose information to third parties about your account or transfers you make in the following circumstances:

1. When it is necessary to complete an electronic transaction; or
2. When it is necessary to activate additional services that you've requested; or
3. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
4. In order to comply with a government agency, court order, or any legal process; or
5. If you give us permission in writing.

Additional Disclosures for Use of Online Bill Payment Services (Bill Payer)
In addition to Meriwest Online, Credit Union members with eligible checking accounts may also use the optional Bill Payer Service. The Bill Payer Service can be accessed by logging into Meriwest Online and agreeing to the Online Banking Agreement and accessing the Payments Tab.

Bill payments can only be made from your Credit Union checking account and payments cannot be made to payees outside of the United States or its territories. Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee and/or by our bill payment service provider. Refer to the Bill Pay Agreement below for complete details.

Bill Pay Agreement

The use of this Bill Pay Agreement (this "Agreement") requires that you read and agree to the terms and conditions contained herein before using the bill pay services. This Agreement between you and Meriwest Credit Union ("Credit Union," "we," "our," or "us") governs your use of the bill pay services (the "Service"). The Service allows you to make one-time or recurring payment to others from your account using the Credit Union's Services contained within the online or mobile banking portals (collectively, "Online Banking"). The payment for each bill payment transaction requested will be debited from your account immediately upon submission of the bill payment request.

When you use the Service, or authorize others to use them, you agree to the terms and conditions of this Agreement. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ENROLL IN OR USE THE SERVICE.**

1. **Use of Online Bill Pay**. The Service permits you to send funds: (a) to a person or entity to which you wish a payment to be directed or the entity from which you receive electronic bills (each person or entity, a "Payee"); (b) to other persons with accounts outside of the Credit Union; and (c) to your other accounts (persons described in (b) and (c), each a "Non-Biller Payee(s)").

2. **Payment Scheduling.**

    a. To schedule a payment, you must select a date your payment will be debited (such date, the "Scheduled Payment Date") for each Payee. This will determine the date for your Payee to receive the payment (the "Deliver By Date"). When scheduling such payments, you must select a Scheduled Payment Date that results in a "Deliver By Date" which is no later than the date reflected on your Payee statement for which the payment is due (the "Due Date") unless the Due Date falls on a nonbusiness day. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that results in a Due Date which is at least two (2) business days before the actual Due Date. All Deliver by Dates must be prior to any late date or grace period permitted by the Payee.

    b. The necessary funds must be made available in the checking account from which bill payments will be debited (your "Payment Account") on the Scheduled Payment Date.

    c. The earliest possible Deliver By Date for each Payee (typically four business days from the current date if the Payee is capable of receiving the payment electronically or up to ten business days if the Payee is not capable of receiving the payment electronically) will be designated within the Service when you are scheduling the payment. Therefore, the Service will not permit you to select a Deliver By Date prior to the earliest possible Deliver By Date designed for the Payee. If the Payee permits, for a fee, the Credit Union may also offer a rush payment option (typically one to three business days) which may be paid via check or electronic payment, if supported by a Payee.

    d. You may choose to schedule payments to recur in the same amount at regular weekly, every other week, every four weeks, monthly, twice monthly, semi-monthly, every three months, every six months, or annual intervals. When you create a new Payee in the Service, it may take two business days to set up the Payee to receive payments. You should schedule a payment to a new Payee at least fourteen business days before any payment Due Date, to allow the Service time to set up the Payee and verify information about your account with the Payee.

    e. For all subsequent payments, you agree to allow at least four to fourteen days between the Scheduled Payment Date and the payment Due Date.

    f. If the Online Banking session during which you schedule a payment or transfer ends by 12:00a.m. (midnight) Pacific Time on a business day, the Service will be considered to have received it on that day. Otherwise, it will be considered received on the following business day.

3. **Prohibited Transactions.** You agree not to use or attempt to use the Service: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as

defined in Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Credit Union has no obligation to monitor your use of the Service for transactions and activity that are impermissible or prohibited under the terms of this Agreement; provided, however, that Credit Union reserves the right to decline to execute any transaction or activity that Credit Union believes violates the terms of this Agreement. PAYMENTS TO PAYEES AND NON-BILLER PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH THE SERVICE.

4. **Payment Authorization and Payment Remittance.**

   a. By providing the Service with names, contact information, and/or account information of Payees and Non-Biller Payees to whom you wish to direct payments, you authorize the Service to follow the information provided by you to the Service for a payment to be made to a Payee or Non-Biller Payee (such as, but not limited to, Payee/Non-Biller Payee name, Payee/Non-Biller Payee contact information, Payee/Non-Biller Payee account number, and Scheduled Payment Date) (such information, "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/Non-Biller Payee directives.

   b. When any payment or other online service generates items to be charged to your Payment Account, you agree that the Service may debit your Payment Account without requiring your signature on the item and without prior notice to you.

   c. 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 close as reasonably possible to the Deliver By Date.

   d. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service, Payee or Non-Biller Payee, or payments remitted to you on behalf of another authorized user of the Service.

   e. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability 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:

      i. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the available balance or credit limit of your overdraft account;

      ii. The payment processing center is not working properly and you know or, to the extent reasonably practicable, have been advised by the Service about the malfunction before you execute the transaction;

      iii. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, email address, or account information for the Payee or Non-Biller Payee; and/or,

iv. 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.

Provided none of the foregoing exceptions are applicable and you have a consumer account, 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.

Provided none of the foregoing exceptions are applicable, and you have a business account, liability of the Service and the Credit Union will be set forth in Section 5, below.

5. **Additional Provisions Applicable Only to Business Accounts.**

a. **Protecting Your Login Credentials.** You agree that the Credit Union may send notices and other communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Credit Union will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (i) keep your user name and password ("Login Credentials") secure and strictly confidential; (ii) instruct each person to whom you have authorized to have user Login Credentials that he or she is not to disclose it to any unauthorized person; and (iii) immediately notify us and select new Login Credentials if you believe your user Login Credentials have become known to an unauthorized person.

b. **The Credit Union will have no liability to you for any unauthorized payment or transfer made using your user Login Credentials before you have notified us of possible unauthorized use and the Credit Union has had a reasonable opportunity to act on that notice.** The Credit Union may suspend or cancel your Login Credentials without receiving such notice from you if we suspect that your user Login Credentials are being used in an unauthorized or fraudulent manner. The Credit Union will have no liability for such suspension or cancellation.

c. **Acknowledgement of Commercially Reasonable Security Procedures.** By using Online Banking, you acknowledge and agree that you have been provided with a disclosure of the security procedures for electronic Credit Union transactions, and that said security procedures are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which the Credit Union implements in compliance with these procedures, unless you have given the Credit Union prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

d. **Limitations of the Credit Union's Liability**. If the Credit Union fails or delays in making a payment or transfer pursuant to your instructions, or if the Credit Union makes a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, the Credit Union's liability shall be limited to interest on the

amount that the Credit Union failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. The Credit Union may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and the Credit Union's payment to either party will fully discharge any obligation to the other. If the Credit Union makes a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if the Credit Union permits an unauthorized payment or transfer after the Credit Union has had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, the Credit Union's liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If the Credit Union becomes liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Credit Union is headquartered for each day interest is due, computed on the basis of a 360-day year. **Unless otherwise required by law, in no event will the Credit Union be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.**

6. **Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Payee or Non-Biller 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.

7. **Payment Cancellation Requests.** You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the Service. 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.

8. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Credit Union at 877-Meriwest (877-637-4937), or write to us at Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, in time for us to receive your stop payment request no less than three (3) business days or more before the next payment for your account is scheduled to be made. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the Fee Schedule. Such stop payment request will apply only to that particular payment unless you specify otherwise.
9. **Exception Payments. Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and *will 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 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.

10. **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:

a. **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 usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about bill information.

b. **Activation.** Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

c. **Authorization to Obtain Bill Data**. Your activation of the electronic bill feature for a Payee shall be deemed by the Credit Union to be your authorization for the Credit Union to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the Credit Union with your username and password for that Payee. By providing the Credit Union with such information, you authorize the Credit Union to use the information to obtain your bill data.

d. **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 logon 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.

e. **Cancellation of Electronic Bill Notification**. The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

f. **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.

g. **Liability to Payees**. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

11. **Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, the Credit Union and/or the Service may disclose information to third parties about your account or the transactions you make ONLY in the following situations:

    a. Where it is necessary for completing transactions that you've requested;

    b. Where it is necessary for activating additional services that you've requested;

    c. In order to verify the existence and condition of your account to a credit bureau or to confirm the validity of a payment to a Payee;

    d. To a consumer reporting agency;

    e. In order to comply with a governmental agency or court orders; or

    f. If you give us your written permission.

12. **Service Fees and Additional Charges.** Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. All such fees are detailed on our Fee Schedule. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

13. **Failed or Returned Transactions.** In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

    a. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

    b. You will reimburse the Service for any fees imposed by us as a result of the return;

    c. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,

    d. The Service is authorized to report the facts concerning the return to any credit reporting agency.

14. **Address or Credit Union Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name,

address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

15. **Payee/Non-Biller Payee Limitation.** The Service reserves the right to refuse to pay any Payee or Non-Biller Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee or Non-Biller Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

16. **Returned Payments.** In using the Service, you understand that Payees/Non-Biller Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's/Non-Biller Payee's is invalid or the forwarding address is expired; Payee/Non-Biller Payee account number is not valid; Payee/Non-Biller Payee is unable to locate account; or Payee/Non-Biller Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee/Non-Biller Payee, or void the payment and credit your Payment Account. You may receive communication from the Service about the status of any returned payments.

17. **Information Authorization.** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. If your account was added online the Service may issue offsetting debits and credits to your accounts used for external transfers within the Service and require confirmation of such from you in order to verify ownership of your Payment Account(s). You agree that the Service reserves the right to obtain financial information regarding your account from a Payee or the Credit Union (for example, to resolve payment posting problems or for verification).

18. **Term and Termination.** Your Service will become effective on the date that you enroll an account for the use of the Service and shall remain in full force and effect until termination in accordance with the following provisions:

    a. **Termination for Cause**: The Service or the Credit Union may immediately terminate your use of the Service without notice under the following conditions: (a) You do not pay any fee required by any agreement you have with the Credit Union or the Service, (b) you do not comply with this Agreement or other agreements governing your accounts, including your Payment Accounts, (c) your accounts are not maintained in good standing, or (d) your account is inactive for a period of 18 months.

    b. **Termination for Convenience**: The Credit Union may terminate the Service at any time without prior notice and with or without cause, including, without limitation, in the event that you violate this Agreement or close your Payment Account. If more than one person can access the Service, the Credit Union reserves the absolute right to terminate all access to the Service upon the request of the account owner, any account co-owner, or any other person authorized to access the account. To terminate the Service, you must notify the Credit Union and provide your name, address, the Payment Accounts, that you wish to discontinue use of the Service, and the termination date of the Service. When the Service is terminated, any prescheduled bill payment will also be terminated. Any final charges for the Service will be assessed at the end of your statement cycle for each account. The

Credit Union and the Service shall be given a minimum of three (3) business days to effect the termination. During that time, you will remain responsible for any pending bill Payment Instructions of record with the Service. You may terminate the Service by:

Calling: 877-MERIWEST (877-637-4937); or

Writing: Meriwest Credit Union, 5615 Chesbro Ave, San Jose, CA 95123

19. **Availability of the Bill Pay Service.** Access to the Service is generally available 24 hours a day, 7-days a week, except during maintenance periods and during periods when access to the Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. The Credit Union will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the Service at any time and for any reason without notice or refund of previously incurred fees. To the extent reasonably practicable, the Credit Union will attempt to notify you by posting a notice on our website in the event of any technical difficulties, system maintenance, or other occurrence that may impede access to the Service for a prolonged period of time.

20. **End User License Agreement.** The Agreement applies to your use of the Service and applies to your access to the Service. You understand that some of the Service contemplated by this Agreement are provided by third parties. The Credit Union shall not be liable for any Service provided by such third parties. This Agreement shall be your license to use the Service provided by the Credit Union or such third parties.

    a. The Service is owned and operated by the Credit Union or its affiliates, licensors and/or third party service providers (the “Credit Union Parties”) and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Service (collectively, “Content”) are the property of the Credit Union or the Credit Union Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing in the Service are the property of the Credit Union or the Credit Union Parties. You may not make any use of any Content or Marks without the prior written consent of the Credit Union. No Content from the Service may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

    b. In using or accessing the Service you agree: (1) not to use the Service for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, “deeplink”, attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user’s enjoyment of the Service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other “hidden text” utilizing a Mark ; and (8) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

    c. The Service may contain links to third party websites and services, over which the Credit Union has no control. You acknowledge and agree that the Credit Union does not endorse, verify, or make any representations regarding these third-party websites and services and

is not responsible for the availability of, and any liability arising from, any such third-party websites and services. The Credit Union is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third-party websites and services.

d. The Credit Union reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Service, and to block or prevent future access to and use of the Service for any reason. The Credit Union may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Service, temporarily or permanently, at any time with or without notice to you. You agree that the Credit Union shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

21. **Electronic Disclosures and Communications.**

a. Unless otherwise required by applicable law or pursuant to your written request, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your email address as reflected in the Credit Union's then current records.

b. You agree that the Credit Union may send notices and information about our products or services to you electronically, to the extent allowed by law. Any notice the Credit Union gives you concerning the Service is effective when the Credit Union sends you an electronic message or when the Credit Union mails or delivers the notice to you at the address we have for you in the Credit Union's records. The Credit Union may also display a notice to you within the Service. Any notice the Credit Union sends you will be deemed to have been received by you within three (3) days of being sent. If any of your accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all. You may request a paper copy of the information up to sixty (60) days after receiving the Credit Union's electronic message. Subject to applicable law, updates to this Agreement, as well as all disclosures, notices and other communications regarding the Service will be provided to you within the Service. You can obtain free copies of any of these documents by contacting the Credit Union at 877-MERIWEST (877-637-4937) during business hours.

22. **Miscellaneous.**

a. **Age Requirements.** By entering into this Agreement, you are certifying that you are at least 18 years of age or older. You agree to comply with all applicable laws and regulations in connection with the Service.

b. **Security; Reliance on Your Instructions.**

i. **Your Role in Preventing Misuse.** You understand the importance of your role in preventing misuse of your accounts, including your Payment Accounts and the Service and you agree to promptly examine your periodic paper and/or electronic statement for each of your accounts as soon as you receive it. This obligation is in addition to any obligations you have in your agreements related to your account or other agreements to promptly review your statements and report errors.

ii. **Confidentiality of Information.** You agree to protect the confidentiality of your account and account number, your username and password, your challenge questions and answers, your Personal Identification Number (PIN), and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Your username and password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Service utilizes identification technology to verify that the sender and receiver of the system transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the system is secure, you acknowledge that the Internet is inherently unsecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service, or e-mail transmitted to and from us, will not be monitored and read by others.

iii. **The Credit Union will rely and act on instructions we receive through Online Banking.** You are responsible and liable for all transactions to the extent allowed by law and as provided in this Agreement and any other agreements between you and the Credit Union. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. You agree that you have been provided with a disclosure of the security procedures that will be used to authenticate transactions through the Service. You agree that those security measures are commercially reasonable security measures and that the Credit Union may rely upon any instructions we receive upon authentication using these agreed upon security procedures.

iv. **Viruses and Other Protection.** You are responsible for taking and maintaining security precautions to protect your computer, mobile device, data, and system. You agree that the Credit Union is not responsible for any electronic viruses, spyware, or malware that may be present on your computer or device that is used to access the Service. The Credit Union encourages you to routinely scan your computer and/or mobile device used to access the Service using quality up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Similar software should be utilized to protect your computers or devices in real-time. If left undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your computers or devices, and for protecting, securing and backing up any data and information stored in or on your operating systems. The Credit Union is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your computers or devices or accessed through an internet connection.

c. **No Liability for Certain Failures.** Except as specifically provided in this Agreement or where required by applicable law, neither the Credit Union nor the Credit Union's service providers or other agents will be liable for any loss or liability resulting in whole or in part

from any act or failure to act of your equipment or software, or that of an Internet browser provider, such as Microsoft® (Microsoft Edge) or Google® (Google Chrome®), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will the Credit Union nor the Credit Union's service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

d. **Liability for Loss of or Erroneous Data.** You will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of your respective computer system or third-party communications provider on which you may rely. The Credit Union shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system, including but not limited to damage or loss resulting from data related problems.

e. **Joint Accounts.** If the Service is linked to one or more joint accounts, the Credit Union may act on the verbal, written, or electronic instructions of any authorized signer, even if some other document would require dual authorization or dual signatures.

f. **Joint and Several Liability.** If any one or more of your deposit accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of the Service.

g. **Changes to this Agreement.** The Credit Union may change this Agreement from time to time. We will notify you of such changes by mail or electronic message. If you utilize the Service after the effective date of such change, you indicate your agreement to the change.

h. **No Extension of Credit.** You must have on deposit in your Payment Account sufficient amounts to enable the Credit Union to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by the Credit Union to extend credit to you, or to grant overdraft privileges. The Credit Union will not have any obligation to make any funds available to you to effect any payment being made by you or to enable you to use the Service. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by the Credit Union through a person authorized to make credit decisions on the Credit Union's behalf.

i. **Grant of Security Interest.** As security for your obligations to the Credit Union under this Agreement, you grant to us a present and continuing security interest in the following: (I) all of your accounts and all distribution/collection points related to any one or more of your accounts associated with the Service; (ii) all currently existing and all hereafter arising contract rights relating to your accounts associated with the Service and the distribution/collection points related to any one or more of your accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles belong to you or payable to you, which are now in or may in the future be in or paid or deposited to your accounts and which are now in or may in the future be in or deposited in any distribution/collection points related to any of your accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing accounts, depository/collection points

and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles.

j. **Assignment.** You may not assign this Agreement to any other person or entity. The Credit Union may assign this Agreement to any company with which we are directly or indirectly affiliated, or to any successor to the Credit Union (whether by merger or otherwise). The Credit Union may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.

k. **Survival.** The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive the termination of this Agreement.

l. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.

m. **No Waiver.** The Credit Union will not be deemed to have waived any of the Credit Union's rights or remedies under this Agreement unless the Credit Union sends the waiver to you by electronic message or the Credit Union otherwise mails or delivers to you a written waiver signed by the Credit Union. No delay or omission on our part in exercising any of the Credit Union's rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

n. **Governing Law.** This Agreement shall be governed by California law to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules will not be applied if that would result in the application of non-California law..

o. **Dispute Resolution.** You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the Service the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union. If that cannot be done, then you agree that any and all Claims will be resolved pursuant to our Account Disclosure and Deposit Agreement.

p. **Entire Agreement.** This Agreement, together with the agreements governing your accounts, is the complete and exclusive statement of the agreements between the Credit Union and you with respect to the subject matter hereof and supersedes any prior agreement(s) between the Credit Union and you with respect to such subject matter.

User Authentication and Security Procedures

We reserve the right to deny access to Meriwest Online or reject a transaction on an Account without notice to you if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, in our sole discretion, require verification of user identity, in a manner satisfactory to us, at any time before allowing access or login to Meriwest Online or before authorizing an online transaction from an account. Such verification may be in any form we determine appropriate and may include, without limitation: 1) verification of Login ID and/or password; 2) verification of personal information contained in Credit Union records; 3) correct response to previously submitted personal questions, sometimes referred to as "security" or "challenge" questions; 4) correct response to questions devised from public records and consumer

reporting agencies on subjects that only the user would likely know, sometimes called “out of wallet” or “knowledge based authentication” questions; 5) verification of online activity by simultaneous contact through a non-online channel, sometimes called “verify by phone” or “out of band” authentication; or 6) any verification procedure that we may determine appropriate.

In the event you do not successfully provide the information requested, we may, in our sole discretion: 1) refuse a transaction; 2) require you to contact us by phone or in person at a branch for further validation of identity; 3) cancel the Meriwest Online Service; and/or 4) take any security precautions we deem appropriate to prevent unauthorized use of the Meriwest Online Service or account.

Right to Stop Preauthorized Payment
If you want to stop a preauthorized payment or revoke a preauthorized payment authorization, you must call us at 877-MERIWEST (877)637-4937, or write to us at Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, in time for us to receive your stop payment request no less than three (3) business days or more before the next payment from your account is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. An oral request to stop payment ceases to be binding after fourteen (14) days if you have not provided us with any required written confirmation of your request. We will charge you for each stop payment order you give pursuant to our current Fee Schedule. Such stop payment request will apply only to that particular payment. If you have given us a request to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

Our Liability for Failure to Stop Payment
If you order us to stop one of your preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

Fees
Except as otherwise provided in this Agreement or an applicable Additional Agreement, there is no monthly service charge for accessing your linked accounts with Meriwest Online. A stop payment placed on a preauthorized electronic payment is subject to a fee as disclosed in our *Fee Schedule* for each stop payment order you give. Any fees charged will be deducted from your checking or savings account.

Hardware and Software Requirements
Use of Meriwest Online requires a computer or approved mobile device and Internet access connected through an Internet or mobile service provider and with a web browser. Meriwest Online Banking supports the most recent version of Google Chrome, Microsoft Edge, and Safari.

To provide the highest degree of confidentiality and to protect the security of your financial information, you must have an Internet browser that supports at least 128-bit encryption and secure sockets layer version 3.0 or higher. Use of Meriwest Online with lower than 128-bit encryption is strictly prohibited. To the extent you are able to access Meriwest Online using lower than 128-bit encryption, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

You will also need Adobe Acrobat to review documents, such as statements, in PDF format. If you are unable to view or having trouble viewing PDF files, ensure you have the latest version of Acrobat Reader or **download the latest Acrobat Reader for free** from Adobe's Website. To print statements, you must have a printer connected to your computer.

You are responsible for the installation, maintenance, and operation of your computer or approved mobile device and Internet browser. The Credit Union is not responsible for any computer virus or related problems that may be associated with the use of an online system.

Your Right to Receive Documentation of Transactions with Periodic Statement
You will receive a monthly periodic statement for each month in which an electronic fund transfer is made, and at least a quarterly statement if no transfers are made. We will mail you periodic statements unless you have chosen to receive eStatements. Your periodic statement will reflect the date that you initiated the electronic transaction, the type of transaction, the account(s) accessed by the transaction, and the amount of the transaction. If there are no transactions in 3 consecutive months, you will receive a quarterly statement. You agree to immediately review each periodic statement made available to you to ensure that each and every transaction has been authorized by you. You agree to report all unauthorized transactions and errors to us immediately. Your failure to promptly report any allegedly unauthorized transaction(s) may result in future allegedly unauthorized transactions to be considered authorized.

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

Password Security
You understand that you cannot use Meriwest Online without a Login ID and Password and/or such other security and authentication methods as we may require from time to time. YOU AGREE THAT USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your Password acts as your signature. We may also require additional security procedures to initiate online transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as random number generators, to enhance the security of your accounts.

After you register for Meriwest Online, you will be required to select your own Password. To help safeguard your security, you should change your Password frequently. Your Password can be changed within Meriwest Online. Your Password should be comprised of at least 6 alpha/numeric characters and at least one special character to provide additional security. We also recommend that you memorize your Password and do not write it down near your computer or disclose it to anyone. If you forget your Password, use the Forgot Password process in Meriwest Online or call us at 877-MERIWEST (877-637-4937) during regular business hours to regain access. You should never include your Password in any oral, written, faxed, or email communication with us or anyone else.

NEITHER MERIWEST NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR LOGIN ID, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, CONTACT US IMMEDIATELY.

You are responsible for the safekeeping of your Password and for all transactions initiated through Meriwest Online. You will notify us immediately by phone if your Password is disclosed to anyone other than an authorized user of the account. If you disclose your Password to anyone, you understand and agree that you have given them access to your account via Meriwest Online and you are responsible for any such transaction(s) they may perform.

If you voluntarily subscribe to a third-party account aggregation service where your selected Credit Union deposit and loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your Credit Union Login ID and Password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the Credit Union.

Certificate Authority

The servers hosting Meriwest Online have been certified by a Certificate Authority to assure you that you are actually communicating with Meriwest Online instead of a third party impersonating Meriwest Online. If you are using an older browser, such as anything prior to the most recent versions of Internet Explorer, you will see that the Certificate Authorities key may have expired; you will need to update your internet browser. Instructions for upgrading your internet browser are located on the Browser SSL Update link, which is located on the Meriwest Online login page. By clicking on the padlock icon within Meriwest Online, you can view the certificate to ensure it is valid.

Cookies

During your use of Meriwest Online, our internet banking service provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie will enable us to process multiple transactions during the single session without you having to provide a Login ID and Password for each individual transaction. Users must accept this cookie to use Meriwest Online. This cookie does not contain any personal information; it simply provides another level of security for our internet banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Additional Security Guidelines:

- All authorized users should sign-off after every Meriwest Online session. Online sessions will automatically end after ten (10) minutes of inactivity for protection in case you accidentally leave your computer unattended after you log in.
- The security of public computers (e.g. computers in a library or internet café) cannot be assured; therefore, we recommend that you refrain from accessing Meriwest Online on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband internet connection such as DSL or cable modem.
- Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of internet browsers for accessing Meriwest Online.

Inactive Online Banking Users

If you have no Online Banking activity and/or have not logged into Meriwest Online or Meriwest Mobile for a period of 18 or more consecutive months, the Credit Union reserves the right to remove your Online Banking access. The Credit Union will notify you before your Meriwest Online Access is subject to deletion.

Proprietary Rights

You may not copy, reproduce, distribute, or create derivative works from Meriwest Online or our Web site content. Furthermore, you agree not to reverse engineer or reverse compile any technology relating to

Meriwest Online, including, but not limited to, any software or other associated mobile phone applications such as Mobile-Meriwest.

User Conduct
You agree not to use Meriwest Online or content or information delivered through Meriwest Online in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) 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); (c) be false, misleading, or inaccurate; (d) 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; (e) be defamatory, unlawfully threatening, or unlawfully harassing; (f) be perceived as illegal, offensive, or objectionable; (g) interfere with or disrupt computer networks connected to Meriwest Online; (h) interfere with or disrupt the use of Meriwest Online by any other user; or (j) use Meriwest Online in such a manner as to gain unauthorized entry or access to the computer systems of others.

Online Verification of Identity
As part of our Meriwest Online security procedures, we may take additional steps to verify your identity when you access Meriwest Online. By using Meriwest Online, you authorize us to obtain information about you including information from consumer reporting agencies, for the purpose of verifying your identity within Meriwest Online.

Your Liability for Unauthorized Use and Advisability of Prompt Reporting
You are responsible for all transfers you authorize using the Meriwest Online Services described in this Agreement. If you permit other persons to use your Meriwest Online Username and Password, you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your Meriwest Online Username and Password have been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). However, if you believe your Username and Password have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Username and Password to access your account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Username and Password and we can prove we could have stopped someone from using your Username and Password without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you can document that a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.

If you believe that an unauthorized electronic fund transfer has been made, or might be made, you may contact us by calling us at 877- MERIWEST (877-637-4937) or writing us at:

Meriwest Credit Union
Attention: Operational Support

P.O. Box 530953
San Jose, CA 95153-5353

Written notification must follow your original phone call within ten (10) business days.

Check Orders
You can order checks through Meriwest Online. Prices may vary depending on the style, options, and shipping method you choose. Prices are subject to change without notice. The charge will be debited from your checking account and will appear on your monthly statement.

Transaction Limitations
Transfers made from credit accounts are treated as cash and/or loan advances and are subject to the terms and conditions of the credit agreement. The Credit Union reserves the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

Transactions are further limited to the extent, and subject to the terms, noted below:

- Except as provided in this Agreement, all internal banking transaction instructions received by 12:00 a.m. (midnight) Pacific Time will be completed that business day. Any instruction received after 12:00 a.m. (midnight) Pacific Time will be completed the next business day.
- All external banking transaction instructions received prior to our designated daily cut off time for processing will be processed that day. Any external banking transaction instructions received after our designated daily cut off time for processing will be processed the next business day.
- Transaction information for your accounts will be available on Meriwest Online for a maximum of one hundred eighty (180) days.
- If you are transferring funds to or from another financial institution, allow up to three (3) business days from the process date for the transfer to be completed. All transfers are subject to verification. If you request an invalid transfer date, such as a federal holiday, the system will automatically advance the date to the next regular processing day. Review the summary information and verify that it is correct prior to clicking on "Schedule Transfer." Once a transfer is made to another financial institution, the Credit Union will have no further responsibility or liability for the deposit or withdrawal of such funds.

You may use Meriwest Online, in most cases, to link deposit accounts in which you have an unrestricted right to withdraw funds and credit/loan accounts in which you have an unrestricted right to take advances. However, the Credit Union reserves the right to restrict or deny your access altogether to Meriwest Online.

Change in Terms
We may amend, modify, add to, or delete from this Agreement from time to time. We may change this Agreement by mailing or electronically delivering a notice explaining the change or changes and we will update this Agreement on our website. However, if the change results in: (1) increased or new fees or charges; (2) increased liability for you; (3) fewer types of available Meriwest Online services; or
(4) stricter limitations on the frequency or dollar amounts of transfers, then, unless the change must be made immediately for security reasons, at least twenty-one (21) days before the effective date of the change we will either electronically send you a notice or mail a written notice to you to the last address we have for you in our records. You must promptly notify us of any change in your address, email address, and/or mobile phone number, for those notifications provided via mobile messaging, by using the Secured Messaging System in the Message Center in Meriwest Online, calling 877-MERIWEST (877-637-4937), or writing us at Meriwest Credit Union, Attention: Operational Support, P.O. Box 530953, San Jose, CA

95153-5353. By continuing to use Meriwest Online after we send you notice of any change, you agree to the change.

Furthermore, the Credit Union may, from time to time, revise or update the programs, services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates.

In Case of Errors or Questions About Your Electronic Transfers
Notification of a problem with your account can be sent to the Credit Union using the Message Center section of Meriwest Online, by telephone at 877-MERIWEST (877-637-4937), or by mail using the following address:

Meriwest Credit Union
Attention: Operational Support
P.O. Box 530953
San Jose, CA 95153-5353

If you think your statement or account is wrong or if you need more information about a transfer listed on the statement or account, telephone or write us at the number or address above as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST paper or online statement on which the problem or error appeared.

To report an error you must:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes 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, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. For purposes of this Agreement, a new account is one that has been open less than thirty (30) days.

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

If your account is a joint account owned by you and one or more persons, then all account owners are jointly and severally liable for all Meriwest Online transactions made by any of the account owners, regardless of which owner conducted or benefited from the transaction.

Your Ability to Withdraw Funds
If we placed a hold for uncollected funds on an item you deposited, there could be a delay in your ability to withdraw or transfer such funds using Meriwest Online. For further details, refer to our Funds Availability Policy in the *Account Disclosure and Deposit Agreement*.

Our Liability for Failure to Make or Complete Electronic Fund Transfers
If we do not properly complete a Meriwest Online transaction to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

a. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;

b. Through no fault of ours, you do not have enough money available in your account (or sufficient collected funds) or an adequate credit limit on a credit/loan account to complete the transaction(s);

c. The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;

d. The account was closed as of the date of the transaction;

e. We received incorrect or incomplete information from you;

f. The Meriwest Online or network system was not working properly and you knew about this breakdown when you started the transaction;

g. The Meriwest Online Login ID and/or Password you provide is incorrect, incomplete or has been compromised, access to Meriwest Online has been suspended by us due to your misuse or suspected fraudulent activities or has been suspended by us at your request, or your Meriwest Online Login ID and/or Password has been repeatedly entered incorrectly;

h. Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;

i. You make an error in keying your deposit at through the Online Banking system (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result);

j. The payee mishandles or delays a payment sent by the Bill Payer Service;

k. You are not a member in good standing as defined in our *Account Disclosure and Deposit Agreement*;

l. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or

m. You have not provided our Bill Payer Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be debited from your account, or caused funds from your account to be transferred to a person or entity which does not comply with your bill payment instructions,

we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FORGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

Verification
All transactions affected by use of Meriwest Online contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your Login ID and Password or as otherwise authorized under this Agreement.

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

Sharing Information/Privacy
Click here for an explanation of how we may use, share and safeguard the information that we collect from you in connection with Meriwest Online, and your options regarding our use and sharing of such information.

Recording of Phone Calls and Email
You authorize us and our agents to record or copy any phone call made to or email sent to us concerning Meriwest Online.

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

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

Headings
Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY YOU UNDERSTAND AND AGREE THAT MERIWEST ONLINE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE

ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF MERIWEST ONLINE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MERIWEST ONLINE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE CREDIT UNION WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MERIWEST ONLINE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH MERIWEST ONLINE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT MERIWEST ONLINE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE MERIWEST ONLINE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON MERIWEST ONLINE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Your Agreement to Indemnify Us

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

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- Any fraud, manipulation, or other breach of this Agreement by you;
- Your violation of any law or rights of a third party; or
- The provision of the Meriwest Online Service or use of the Meriwest Online Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of Meriwest Online by you or a joint account owner or other authorized person.

Governing Law
You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

Termination
We reserve the right to terminate this Agreement and your (and any authorized users') access to Meriwest Online, in whole or in part, at any time and for any reason. If any of your checking, savings or other deposit accounts are closed due to insufficient funds or any other reason, such account will no longer appear in your Meriwest Online banking profile.

If you wish to discontinue your use of Meriwest Online (it being understood that your termination of the Bill Payment Service will not terminate your ability to access and use Meriwest Online, but your termination of Meriwest Online will automatically terminate your ability to access and use the Bill Payment Service), call toll-free 877-MERIWEST (877-637-4937) or send cancellation instructions in writing to Meriwest Credit Union, Attn: Online Services, P.O. Box 530953, San Jose, CA 95153-5353. If you wish to reinstate your access to Meriwest Online following any such termination (although we reserve the right not to reinstate Meriwest Online as we determine in our sole discretion), call toll-free 877-MERIWEST (877-637-4937) or send your request in writing to Meriwest Credit Union, Attention: Online Services, P.O. Box 530953, San Jose, CA 95153-5353.

Upon termination of Meriwest Online, we will endeavor to cancel any applicable account transactions you have previously authorized, provided that we make no guarantee that we will be able to do so. You are responsible for deleting all external accounts that have been set up in Meriwest Online. You will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that we are not able to cancel or that have already been processed before the requested termination date will be completed.

Notices and Communications
Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in your records or when we make such notices available to you through Meriwest Online, if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current address and email address. Additionally, you agree to provide and maintain a valid, active email address for notifications sent via email, as well as a valid and current mobile phone number for those notifications provided via mobile messaging. You agree to notify us promptly of any change of address, email address and/or mobile phone number, as applicable. You may notify us in person at any of our offices, via Meriwest Online by selecting the "Account Management" tab, by calling 877-MERIWEST (877-637-4937) during normal business hours, or by sending a written and signed notice to Meriwest Credit Union, Attention: Operational Support, P.O. Box 530953, San Jose, CA 95153-5353.

Collections
You agree that we shall be entitled to recover any money owed to us by you as a result of your use of, or the use of anyone you have provided with access to, any of our electronic services and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future shares and have the right to apply such shares to any money you owe. If any legal action is required to enforce any provision of this Agreement or to collect

money you owe, you agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing our rights under this Agreement.

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.

Joint Accounts
If you utilize Meriwest Online to access your accounts that are jointly owned, transactions performed on any such account by electronic means where your Login ID and Password are utilized will be considered authorized by all account owners.

ADDITIONAL DISCLOSURES APPLICABLE TO MOBILE BANKING TRANSACTIONS
Your enrollment in the Meriwest Mobile Banking Service ("Mobile Banking") allows you to access Meriwest Online and the Bill Payer Services through your mobile device. All features and services available through Meriwest Online are not available via Mobile Banking. The terms and conditions in this Agreement that apply to Meriwest Online will also apply to Mobile Banking, except to the extent specifically modified by this "Additional Disclosures Applicable to Mobile Banking Transactions" section.

Minimum Mobile Communication Device Requirements
To use Mobile Banking, you must be registered to use the Meriwest Online service and have a valid Login ID and Password. You must also have a mobile device with a service plan that includes text messaging and data and internet access with Secure Socket Layer (SSL) capability. Third party fees may apply for data and internet access and text messaging. Contact your mobile device carrier for additional information.

Types of Available Transactions
You may use Mobile Banking to:

- Obtain account and loan balance information;
- Transfer funds between your savings and checking accounts or other Meriwest Credit Union accounts;*
- Remotely deposit checks to your checking or savings accounts using Mobile Deposit;
- Pay bills, view payees and bill pay history.
- Freeze (temporarily disable) or unfreeze any ATM and/or debit card associated with your account. If you do not unfreeze your card after thirty (30) days, the card will be marked as lost. You may also mark any ATM or debit card as lost which will permanently cancel/capture the card.

  *All accounts must be set up in Meriwest Online Banking prior to using Mobile Banking.

Limitations
You agree that you will not install software onto your mobile device that you are not familiar with or have not read the Terms and Conditions for that software.

You agree to download mobile security software updates when available. You agree that your mobile device will be locked if it is left unattended.

You agree to log off of Mobile Banking at the completion of your online session.

In the event that your mobile device is lost or stolen and you believe you were not logged off or that your login credentials may have been compromised, contact us at 877-MERIWEST (877-637-4937)

immediately. We also recommend that you contact your wireless service provider to have your device deactivated.

Fees and Charges
Except as otherwise provided in this Agreement or an applicable Additional Agreement, there is no monthly service charge for your use of Mobile Banking. However, you understand and agree that your communications service provider may impose fees or charges associated with your use of your mobile communication device, and that the Credit Union is not responsible for such fees or charges.

Warranty
YOU UNDERSTAND AND AGREE THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES AS TO MOBILE COMMUNICATION DEVICES OR COMMUNICATIONS SERVICE PROVIDERS THAT MAY BE USED TO ACCESS MOBILE BANKING, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

You also acknowledge that the availability of Mobile Banking and the transmission of information or instructions through Mobile Banking are subject to delay, error, loss, non-delivery, disclosure of information to third parties, or inaccuracy because of factors outside the Credit Union's control, including but not limited to malfunction of your mobile communication device or the communication service provider(s). Given these factors, you understand and agree that we are not liable for any losses or damages arising from your use of Mobile Banking, whether through delay, error, loss, non-delivery, disclosure of information to third parties, manipulation of approved operating systems (i.e. jailbreaking or rooted devices), instillation and usage of non-approved mobile applications, or inaccuracy.