

mobile banking terms & conditions



GENERAL TERMS & CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS MOBILE APPLICATION.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY UMe FEDERAL CREDIT UNION (for purposes of these terms and conditions the term UMe FEDERAL CREDIT UNION includes UMe Federal Credit Union's affiliates, as applicable) FROM TIME-TO-TIME AND POSTED ON THIS SERVICE.

No Warranties. Although UMe Federal Credit Union attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the SERVICE, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW, AS NOTED BELOW. UMe FEDERAL CREDIT UNION ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

Limitation of Liability. IN NO EVENT WILL UMe FEDERAL CREDIT UNION OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF UMe FEDERAL CREDIT UNION IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Use of SERVICE. Contents are included in this SERVICE solely for the personal use of SERVICE users. You may not copy (other than a copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of this SERVICE without the prior written consent of UMe Federal Credit Union, which may be withheld in its sole discretion.

Copyrights and Other Intellectual Property. Except where otherwise expressly noted or as noted below, all Contents of this SERVICE, including

the graphics, icons and overall appearance of the SERVICE, are the sole and exclusive property of UMe Federal Credit Union and/or its subsidiaries or affiliates. UMe Federal Credit Union's trademarks and/or service marks are also listed below. The posting of the Contents of this SERVICE neither constitutes a waiver of any of UMe Federal Credit Union's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the SERVICE user or to any third party. Contents of this SERVICE are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the SERVICE.

▶ umecreditunion.com (TM) is a trademark of UMe Federal Credit Union.

The display of third party trademarks within this SERVICE does not grant a license of any kind to the reader. Any downloading of material contained in the site, or of any site linked to the site may be a violation of federal trademark and copyright laws. Any downloading of Contents of this SERVICE or any SERVICE linked to this SERVICE may be a violation of federal and other trademark laws and federal copyright laws.

Links to Other SERVICES. UMe Federal Credit Union may establish links between this SERVICE and one or more SERVICES operated by third parties. UMe Federal Credit Union has no control over any such other SERVICES or the contents therein. The existence of any such links shall not constitute an endorsement by UMe FEDERAL CREDIT UNION of such SERVICES, the contents of the SERVICES, or the operators of the SERVICES.

Transmissions to and from this SERVICE. Except where expressly indicated otherwise, transmissions to and from this SERVICE or directed to UMe Federal Credit Union, including E-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at UMe Federal Credit Union. Please do not use E-mail to send us communications which contain confidential information, which we require to be in writing, or which need our immediate attention. Please call (818) 238-2900 or write us, instead, at this address: UMe Federal Credit Union, PO Box 7767 Burbank, CA 91510-7767 Attention: Mobile Banking Customer/Member Service. Any transmission to this SERVICE, including E-mails shall be deemed and remain the property of UMe Federal Credit Union. UMe Federal Credit Union shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a SERVICE user to UMe Federal Credit Union through this SERVICE.

Modifications. UMe Federal Credit Union may, at any time, make modifications, changes, and alterations to the Contents of this SERVICE, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of this SERVICE following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Governing law. These Terms and Conditions shall be governed by and construed in accordance with the law of the state of **California** without regard to the conflict of laws thereof, and to the laws of the United States.

Venue. Disputes arising from the use of this SERVICE shall be exclusively subject to the jurisdiction of any federal or state court for California.

Severability. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver. No waiver by UMe Federal Credit Union of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

Service Contact. You may contact UMe Federal Credit Union by phone at (818) 238-2900 or by email at contactus@umecreditunion.com.

What Does This Agreement Cover

This Agreement, between you and UMe Federal Credit Union, governs the use of Mobile Banking services. These services permit UMe Federal Credit Union customer/members (consumers, sole proprietors and other business customer/members) to perform a number of banking functions on accounts linked to the service through the use of a mobile device or mobile smart telephone. Unless indicated otherwise by the context, "linked UMe Federal Credit Union accounts" or "linked accounts" refers to all of your accounts with UMe Federal Credit Union that you have linked to Mobile Banking.

Accepting the Agreement. When you use any of the Mobile Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

Relation to Other Agreements. Your use of Mobile Banking services may also be affected by the agreements between us for your linked UMe Federal Credit Union accounts. When you link an account to Mobile Banking services, you do not change the agreements you already have with us for that account. Similarly, when you use Mobile Banking services to access a credit account, you do so under the terms and conditions we gave you in the account agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Mobile Banking services.

Mobile Banking Services (Mobile Banking for Consumers and Businesses)

You may use Mobile Banking to:

- ▶ View current balance information for your linked UMe accounts.
- ▶ Review available transactions for your linked accounts.
- ▶ View branch and ATM locations.
- ▶ View contact telephone numbers and additional contact details.
- ▶ View account alerts and notifications.
- ▶ View public information such as contact information.
- ▶ Perform basic services such as changing your Mobile ID and Mobile passcode.
- ▶ Transfer funds between your linked internal UMe accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.

- ▶ Transfer funds from your linked UMe FEDERAL CREDIT UNION personal or sole proprietor accounts to most UME FEDERAL CREDIT UNION personal or sole proprietor deposit accounts of other individuals.
- ▶ If qualified, Deposit Checks through Mobile Check Deposit.

Some of the above services may not be available for certain accounts or customer/members.

Processing of Transfer Requests

- ▶ Transfers can be made in two ways, on a one-time basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every two weeks.
- ▶ One-time immediate transfers can be made from a linked UME FEDERAL CREDIT UNION checking, savings, money market, line-of-credit, or credit card to most linked UME FEDERAL CREDIT UNION accounts.
- ▶ Scheduled and recurring transfers can be made from a linked UME FEDERAL CREDIT UNION checking, savings, money market, or credit card account to a linked checking or savings account.
- ▶ Transfers from a deposit account (excluding investment accounts) are immediately reflected in the account's available balance. Transfers from a credit card or a line-of-credit account are immediately reflected in the account's available credit amount.

Scheduled and Recurring Transfers. Transfers scheduled for a weekend or a non-bank business day will still be processed on the day scheduled.

Transfers to Credit Accounts. Funds transferred as a payment to a credit card, line-of-credit, installment loan or mortgage account before 11:59 p.m. PT will be credited with the date the payment is submitted. Transfer payments submitted after 11:59 p.m. PT will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to two bank business days.

Transfers to Deposit Accounts

- ▶ All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

Limitations and Dollar Amounts for Transfers and Payments. Transfers and Payments made using Mobile Banking are subject to the following limitations:

- ▶ Scheduled and recurring transfers between linked UMe accounts can be for any amount of your available balance.
- ▶ All transfer limits are subject to temporary reductions to protect the security of customer/member accounts and/or the transfer system.
- ▶ At the UME FEDERAL CREDIT UNION discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements.

Transfer/Payment Authorization and Sufficient Available Funds

- ▶ You authorize UME FEDERAL CREDIT UNION to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.

- ▶ You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- ▶ The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- ▶ At our option, we may make a further attempt to issue the payment or process the transfer request.
- ▶ UMe FEDERAL CREDIT UNION is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.
- ▶ Purchase of computer programs such as Personal Financial Management (PFM) software.
- ▶ Payments or transfers made through Mobile Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account and account agreement for details.
- ▶ Additionally, fees may be assessed for added self-service features available through Mobile Banking customer/member service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
- ▶ An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- ▶ We may charge you a research fee for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. (Please see a current Fee Schedule for fee amount.) This fee will be waived if we determine that an error occurred.

Canceling Transfers and Payments

Canceling Transfers:

- ▶ You cannot cancel a one-time immediate transfer after it has been submitted in Mobile Banking and the information has been transmitted to us.
- ▶ Future-dated and recurring transfers can be canceled up to 11:59 p.m. PT on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

Alternative Method

Note: The easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at (818) 238.2900.

We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a payment or transfer that is pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

OTHER TERMS & CONDITIONS

Monthly Service Charge. Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the Mobile Banking service.

Other Charges. In addition to the fees already described in this Agreement, you should note that depending on how you access Mobile Banking you might incur charges for:

- ▶ Normal account fees and service charges.
- ▶ Any Internet service provider fees.

Service Hours. Mobile Banking services are available 365 days a year and 24-hours-a-day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign on to Mobile Banking. Our Call Centers are available from 9:00 a.m. to 5:00 p.m. ET on Mondays, Tuesdays and Thursdays, from 10:00 a.m. to 5:00 p.m. on Wednesdays and from 9:00 a.m. to 6:00 p.m. on Fridays. You may also write us at: UMe Credit Union / PO Box 7767 / Burbank, CA 91510-7767

Business Days. For Mobile Banking services, our business days are Monday through Friday, excluding bank holidays.

Canceling Your Mobile Banking. If you choose to cancel your Mobile Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. UMe FEDERAL CREDIT UNION will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary account, or if it's no longer linked to your service, your Mobile Banking service will end, and any unprocessed payments will be canceled. If you cancel your Mobile Banking services, transfers outside UMe FEDERAL CREDIT UNION will also be canceled.

Joint Accounts. When your Mobile Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

Changes to Agreement. We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you initiate any transfer of funds or bill payment through your Mobile Banking after the effective date of a change, you indicate your agreement to the change.

Cancellation. Your Mobile Banking services remain in effect until they are terminated by you or UMe. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Mobile Banking secure mail, or by calling UMe member service at (818)238.2900. This cancellation applies to your Mobile Banking services, and does not terminate your UMe FEDERAL CREDIT UNION deposit or credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

Use of External Email Address. With Mobile Banking services we may send messages to your external email address and notify you that responses to your payment inquiries or customer/member service inquiries are available, or as otherwise described within the Mobile Banking services. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use UMe Online Banking secure mail to send instructions to UMe FEDERAL CREDIT UNION. If, for any reason your external email address changes or becomes disabled, please contact the UMe FEDERAL CREDIT UNION immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Contact Us tab within your Mobile Banking service.

Transfers From Money Market Deposit Accounts. Federal regulations and the deposit agreement impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. You can make no more than a total of six (6) automatic or preauthorized transfers, telephone transfers, or Mobile Banking transfers or payments from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If checks or debit cards are allowed on the account, no more than three of the six (6) transfers may be made by debit card purchase, check or similar order.

Each transfer or payment through the Mobile Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. We recommend that you not use a savings or money market deposit account as your bill payment account because of these limits on transfers. Please review the deposit agreement for your account for more information.

Contact by UMe FEDERAL CREDIT UNION or Affiliated Parties. No UMe FEDERAL CREDIT UNION or Payee employee, nor any company affiliated with UMe FEDERAL CREDIT UNION mobile will contact you via email or phone requesting your mobile ID or mobile passcode. If you are contacted by anyone requesting this information, please contact us immediately.

Reporting Unauthorized Transactions

For accounts: Call us at: 818) 238-2900.

Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- ▶ When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment.
- ▶ To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- ▶ To comply with a government agency or court orders, or in connection with fraud prevention or an investigation.
- ▶ If you give us your permission.
- ▶ With our affiliates as permitted under Federal and applicable state laws.
- ▶ On a closed account, if we reasonably believe you have mishandled it.

Account Statements. We report your Mobile Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

Limitation of Liability for Mobile Banking Transactions. Tell us at once if you believe your Mobile Banking passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Mobile Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60-days after the statement showing the transaction has been mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90-day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Mobile Banking ID and passcode, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Mobile Banking session.

Our Liability for Failure to Complete Transactions. If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will not be liable for your losses or damages. For instance, we will not be liable:

- ▶ If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer.
- ▶ If Mobile Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer.
- ▶ If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken.
- ▶ If there are postal delays or processing delays by the Payee.

There may be other examples not specifically mentioned.

MOBILE CHECK DEPOSIT USER AGREEMENT

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of UMe Federal Credit Union's Mobile Check Deposit services that UMe Federal Credit Union ("UMe", "us," or "we") may provide to you ("you," or "user"). Other agreements you have entered into with UMe, including but not limited to the Membership and Accounts Agreement and Disclosure, Online Banking Agreement and Disclosure, and Online Services E-SIGN Act Consent and Disclosure, governing your UMe account(s) (collectively referred to as (the "other agreements"), are incorporated by reference and made a part of this

Agreement. In the event of a discrepancy between this Agreement and the other agreements, the terms of this Agreement shall control.

Services. The Mobile Check Deposit services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks or electronically transmitting a digital image of your paper checks to UMe or processor designated by UMe. There is currently no charge for the Services.

Member Eligibility. You understand that you must be a UMe member in good standing to qualify for the Services.

Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. You agree to comply with the hardware and software requirements set forth at Exhibit “A”, which is attached hereto and incorporated by this reference. UMe reserves the right to change the terms and charges for the Services described in this Agreement by notifying you of such change in writing and UMe may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of the Services will indicate your acceptance of the revised Agreement.

Compliance with Laws. You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Services, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Services we provide. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and this Agreement.

Limitations of Services. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Eligible Items for Deposit. You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Regulation CC”). You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in California.

Unacceptable Items for Deposit. You understand and agree that you will not use the Services to deposit the following items:

- Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
- Any item drawn on your personal account at UMe.
- Any item that contains evidence of alteration to the information on the check.
- Any check previously converted to a “substitute check,” as defined in Regulation CC.
- Any item issued to you by a financial institution in a foreign country.
- A “remotely created check.”
- Any item that is older than 6 months - “stale dated,” expired, or “post dated”.
- Any item that is “non-negotiable” (whether stamped in print or as a watermark).
- Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.

- Any item that is incomplete.
- Cash.
- Savings Bonds.

Deposits of this nature will result in the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account.

Check Requirements. Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentation to you by the drawer. Prior to scanning the original check, you will restrictively endorse any item transmitted through the Services as “For deposit only, UMe account # _____” or as otherwise instructed by UMe. You agree to follow any and all other procedures and instructions for use of the Services as UMe may establish from time to time. The scanned image or photo of the check transmitted to us using the Services must accurately and legibly provide, among other things, the following information:

- (1) your endorsement;
- (2) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and
- (3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. The Service may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

Receipt of Items. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image by a confirmation screen upon the conclusion of your transaction. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for mobile deposit into your account and, in the event we reject an item for mobile deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Services, we may ask you to provide the original item, because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the deposited check.

Rejection of Deposit. We are not liable for any fees, service, or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for mobile deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Please refer to the current Schedule of Fees.

Availability of Funds. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3 p.m. Pacific Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3 p.m. Pacific Time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Burbank, California. You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use on the second business day after we receive your deposit; however, longer delays may apply. You understand that we may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You also understand that credit is provisional until settlement is final. Refer to our Funds Availability Policy located in the Membership and Accounts Agreement and Disclosure for complete information.

Email Address. You agree to notify us immediately if you change your email address. You can change your email address in the Online Banking System.

Unavailability of Services. You understand and agree that the Services may at times be temporarily unavailable due to UMe system maintenance or technical difficulties including, but not limited to those of the mobile, data or Internet service provider, mobile device, and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branch or through our ATMs or by mailing the original check to UMe, P.O. Box 7767, Burbank, CA 91510-7767. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. To verify your deposit was accepted, you can sign into Mobile Banking or Online Banking, and verify your deposit was received. The credit will be provisional until the deposit has cleared.

Retention and Disposal of Transmitted Items. Upon your receipt of a confirmation from UMe that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "Mobile Deposit" — and the date — to ensure that it is not re-presented for payment.

- (1) You agree to securely store each original check that you deposit using the Services for a period of at least sixty (60) days after transmission to us. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you will safely destroy the original check.
- (2) You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
- (3) You agree never to re-present the check for deposit.
- (4) You will promptly provide any retained check, or a sufficient copy of the front and back of the check, within the first 60 days, to UMe as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. There are daily limits on the amount of money you can deposit through Mobile Check Deposit. For security reasons, we do not disclose deposit limits in this Agreement. Please contact us at (818)-238-2900 for information regarding applicable deposit limits.

Mobile Check Deposit Mobile Banking Application. We will provide you with the Mobile Banking Application ("App"). If you meet the preselected eligibility criteria for the Services, you will receive a response when you use the icon for Mobile Check Deposit so that you can capture and transmit

check images (front and back) and other information to us electronically for deposit. If you are not sure if you qualify for the Services, you may contact Member Service at (818) 238-2900.

In Case of Errors. You agree to immediately notify us of any suspected errors regarding checks deposited through the Services by calling (818) 238.2900 or emailing us through the Online Banking Secure Message service.

Periodic Statement. Any mobile deposits made through the Services will be reflected on your monthly or quarterly periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Ownership & License. You agree that we retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the business interest of UMe, or (iii) to actual or potential economic disadvantage in any aspect to UMe. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR UMe'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF UMe HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Accountholder's Warranties. You make the following warranties and representations with respect to your use of the Services and each image of an original check you transmit to us using the Services:

- (1) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- (2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- (3) Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- (4) Other than the digital image of an original check that you deposit through the Services, there are no other duplicate images of the original check.
- (5) Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- (6) You have not knowingly failed to communicate any material information to us.
- (7) You will retain possession of each original check deposited using the Services for the required retention period and neither you nor any other party will submit the original check for payment.
- (8) You will not use the Services and/or your accounts for any illegal activity or transactions.
- (9) Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.

Termination of the Services. You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.

Relationship to Other Disclosures. The information in this Agreement applies only to the Services described herein the Mobile Check Deposit User Agreement. Provisions in other disclosures and disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your account.

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.

Confidentiality. You acknowledge and agree that confidential data relating to the Services, marketing strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Force Majeure. You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to causes beyond our reasonable control.

Other Terms. You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

DEFINITIONS:

Check (as defined in Regulation CC) a negotiable demand draft that is drawn on:

- (1) Or payable through or at an office of a bank or credit union;
 - (1) A Federal Reserve Bank or a Federal Home Loan bank;
 - (2) The Treasury of the United States;
 - (3) A state or local government that is payable through or at a bank or credit union;
 - (4) A United States Postal Service money order;
 - (5) A Traveler's check drawn on or payable through or at a bank or credit union;
 - (6) An original check

Item (as defined in Article 4 of the California Commercial Code) means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

Remotely Created Check (as defined in Regulation CC) A check that is not created by the paying bank and does not bear a signature by the person on whose account the check is drawn, but is authorized by the account owner.

Substitute Check (as defined in Regulation CC) is a check reproduction of an original check that:

- (1) Contains an image of the front and back of the original check;
- (2) Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured.
- (3) Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and
- (4) Is suitable for automated processing in the same manner as the original check.

UMe Federal Credit Union
 P.O. Box 7767
 Burbank CA 91510-7767
 (818) 238-2900
 umecreditunion.com

EXHIBIT A INSTRUCTIONS FOR MOBILE CHECK DEPOSIT SERVICES

Hardware and Software Requirements

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by UMe from time to time. Refer to the Online Banking Agreement and Disclosure for current hardware and software specifications for Online Banking. UMe is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

For Mobile Check Deposit services, the minimum requirements are either an iPhone iOS 4.x or an Android 2.x. equipped with a camera. UMe reserves the right to change hardware and software requirements and will notify you of any material change via e-mail or on our website(s) by providing a link to the revised requirements. Your continued use of the Service will indicate your acceptance.

Description of Services

- We have partnered with the Zelle Network (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle as “Network Banks.”
- Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the Terms and Conditions of this Zelle Network Standard Terms agreement (“Agreement”). You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

We may make amendments to this Agreement and any related fees or charges by sending you a notice via e-mail or regular mail sent to the address as it appears in our records. Unless otherwise required by law, we will provide you notice of such changes in a manner we deem reasonable. Any use of the Service after we send you a notice of change shall constitute your acceptance of such terms. A UMe Checking Account is the only type of Credit Union account that can be enrolled with the Service.

Consent to Share Personal Information (Including Account Information)

By agreeing to these Terms and Conditions and/or using the Service, you agree that we may disclose information about your account or the funds you receive or send to third parties:

- In order to complete transactions;
- In connection with offering the Service;
- In connection with the investigation of any claim related to your account or the funds you send or receive;
- To comply with government agency or court orders;
- In accordance with your written permission; or
- As otherwise permitted in accordance with the terms of our Privacy Policy.

Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy on the UMe website, which is incorporated into and made a part of this Agreement by this reference.

Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle’s Privacy Policy (<https://www.zellepay.com/privacy-policy>) for how it treats your data. UMe Credit Union’s Privacy Policy is available here: (<https://www.umecreditunion.com/footer-menu/privacy>).

Enrolling for the Service

- You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- Once enrolled, you may:
 - authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”
 - If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may, or either of our agents may use automatic telephone dialing systems in

connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may send through either us, or Zelle, or that we may send, or Zelle may send, on your behalf, to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send, or that Zelle sends, on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us, or Zelle, including messages that you may send through us, or through Zelle, or that we may send, or Zelle may send, on your behalf.
- To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our member service department at (818) 238-2900. You expressly consent to receipt of a text message to confirm your "STOP" request.

Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need, or Zelle may need, additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your credit union account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money.

You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

Liability

Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR ZELLE OFFERS A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

Send Limits

There are daily limits on the amount of money you can send through the Service. For security reasons, we do not disclose send limits in this Agreement. Please contact us at (818)-238-2900 for information regarding applicable send limits.

Transfer limits applicable to Users of other Network Banks are governed by the User's Network Bank. Transfer limits applicable to Users who use the separate Zelle service website or mobile app are governed by Zelle's separate service agreements. You understand that if you use the separate Zelle transfer service website or mobile app, you may be subject to lower limits than those applicable to you using the Service hosted directly by us.

We reserve the right to change from time-to-time the dollar amount of transfers you are permitted to make using the Service. All transfer limits are subject to temporary reductions to protect the security of accounts and/or the Service.

Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide, or Zelle may decide, at our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from, or arising out of, any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf, or on behalf of the sender, of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

Transaction Errors

Telephone us at (818) 238-2900, or email us at contactus@umecreditunion.com, or write to us at PO Box 7767, Burbank, CA 91510-7767, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number, if any.
- 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 orally, we may require that you send us your complaint or question in writing within 10 business days (Monday through Friday, except designated holidays).

We will determine whether an error occurred within 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 45 days** to investigate your complaint or question. If we decide to do this, we may credit your account within 10 business days* for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

Your Liability for Unauthorized Transfers

If you permit other persons to use the Service or your password, you are responsible for any transactions they authorize from your accounts. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling (818) 238-2900, or emailing contactus@umecreditunion.com or writing to us at PO Box 7767, Burbank, CA 91510-7767

Tell us AT ONCE if you believe your password has been lost or stolen or that an unauthorized online transfer has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any Overdraft Protection Account or any other credit line included among your accounts.

If you do not tell us within one hundred and twenty (120) days from the date of the transaction, you may not get back any money you lost after the 120 days.

Liability for Failure to Complete Transfers

If we do not complete a transfer you send from your UMe Account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.
- The Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.
- Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- If you have not provided us with complete and correct transfer information, including without limitation the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.
- If the intended recipient of a transfer is not registered with the Service.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

Fees

Currently we do not charge any fees unique to this Service although the fee provisions of related agreements and disclosures also apply to this Agreement as applicable. We reserve the right to impose and change fees at our discretion, but we will provide you with at least 45 days advance notice in the manner required by law before we institute or change any fees.

Use of Our Online Banking Site and/or Mobile App

You agree to access this website and/or Mobile App in compliance with our UMe Website Terms of Use & Agreement, which is incorporated into and made part of this Agreement by this reference.

Cancellation of the Service

You may terminate your use of the Service at any time by writing to us at PO Box 7767, Burbank CA 92510-7767, calling us at (818) 238-2900 or by sending us a secure message using our Online Banking Message Center. You must notify us at least ten (10) business days prior to the date on which you wish to have your Service terminated. If we have not completed processing of your termination request and you have not otherwise canceled a payment, you will be responsible for payments with transaction dates during the ten (10) business days following our receipt of your written notice of termination. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.

Right to Terminate Access

We may terminate your participation in the Service at any time. We will try to notify you in advance, but we are not obligated to do so.

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Service, in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Service which we may deem to be illegal or potentially brand damaging, and when you no longer have an eligible UMe

Credit Union account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your account is not in good standing, that account will not be eligible to be used in connection with the Service. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in the Zelle network or with a particular financial institution at any time.

Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Limitation of Liability

YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR ZELLE, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE AND/OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF THE CREDIT UNION, ZELLE, AND/OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold us, Zelle, and our respective owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or the use of the Service by anyone using your card number, account number, PIN, User ID or password or any violation by you of the terms of this Agreement.

Governing Law; Choice of Law; Severability; Resolution of Disputes by Arbitration

Any dispute arising under this Agreement shall be governed by and subject to the Resolution of Disputes by Arbitration Agreement contained with your Member Account & Agreement Disclosure.

This Agreement and its enforcement shall be governed by the laws of the State of California, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Service shall be governed by laws of the Member Account & Agreement Disclosure. We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week, with the exception of outages for maintenance and circumstances beyond our, or Zelle's, control. In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with the Service, including, but not limited to, the Member Account & Agreement Disclosure, and all applicable State and Federal laws and regulations. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.