



REMOTE BANKING ENROLLMENT AGREEMENT AND ELECTRONIC FUNDS TRANSFER DISCLOSURE

This Remote Banking Enrollment Agreement and Electronic Funds Transfer Disclosure (“Remote Banking Agreement”) applies to UNCLE Credit Union’s Digital Banking Services. Other Electronic Funds Transfer services are available from UNCLE Credit Union (“UNCLE,” “Credit Union,” “we” or “us”). Please refer to the UNCLE Credit Union Member Handbook or the UNCLE Credit Union Business Membership and Account Handbook. In this Remote Banking Agreement, “you” or “your” refer to the Member and any joint owner or agent on your UNCLE accounts who use the described Remote Banking Services. By enrolling in and using any UNCLE remote banking service, you agree to its terms as amended by us from time to time upon legally required notice to you.

Available Services

1. Digital Banking

You may access your UNCLE account(s) by logging onto our website at www.unclecu.org and logging into Digital Banking using your user identification and password. The following transactions are available through Digital Banking:

- a. Set up one-time or recurring transfers of funds between your account(s) and/or loans
- b. Set up one-time or recurring transfers to or from your accounts at other institutions
- c. Obtain information about account(s) and/or loans with us
- d. Learn whether your UNCLE checks have cleared, view UNCLE statements, and download UNCLE transaction information to personal management software
- e. View transactions from on UNCLE accounts and loans
- f. Pay bills using our Bill Payment Service
- g. Set up automatic transfers from your UNCLE accounts to third parties and from third parties to your UNCLE accounts. Automatic transfers may be processed through the Automated Clearinghouse. Please refer to the X. Electronic Fund Transfer Agreement and Disclosure section of the UNCLE Member Handbook.

2. Mobile Banking Transfers

By downloading an app from the Apple or Android store and using your Digital Banking user identification and password, you may conduct the same transactions using the application as you can conduct via a desktop PC. In addition, you can use the mobile device application to

- a. Transfer funds to others through our person to person service (P2P)
- b. Make Remote Deposit Capture deposits. (Refer to the UNCLE Member Handbook or UNCLE Credit Union Business Membership and Account Handbook for terms applicable to Remote Deposit Capture. Remote Deposit Capture is not an Electronic Funds Transfer Service.)

3. Bill Payment

Within Digital Banking, you can use our Bill Payment Service to make one-time or recurring payments to various payees. The Bill Payment Service will tell you the information you need to enter about your payees and how long it typically takes for payments initiated using the Service to reach your payees. When first setting up a Bill Payment, schedule the payment at least 3 business days prior to the due date. You are solely responsible for entering correct information about your payees. We will have no liability for late payments, late charges, or other harm that results from your failure to accurately enter your payee information or if you do not allow enough time for your payments to reach your payees.

4. Limitations

Remote Banking transactions are limited to the available funds in the account accessed. Checking accounts may have one or more Overdraft Plans available to cover Remote Banking payments initiated against insufficient funds. See the IX. Funds Availability Policy Section of the UNCLE Member Handbook or Electronic Transfers section of the UNCLE Business Membership and Account Handbook. Courtesy Pay is never available to cover transactions initiated using Remote Banking.

5. Other Services Available Within Remote Banking

In addition to the electronic funds transfer services listed in this Agreement, you can use the secure Digital Banking Platform for the following:

- View account balances
- View Check Images
- Export transactions to Quicken/QuickBooks (Business Accounts Only)
- Cross account transfers
- View loan payment history
- Manage roles and users (Business Accounts Only)
- Contact us through a secure message center
- Access to budget tools and financial education
- Order checks
- Manage alerts
- Manage card controls
- Access wealth management (investment services)
- Access to current FICO score (you must sign up for this service)

Stopping Payment

Once you have initiated a payment or transfer via Remote Banking Services, we generally cannot stop the payment and you will need to resolve any disputes directly with the payee.

Within the Bill Payment Service, if the payment has been set up but not yet sent, you can cancel the payment within the Service.

In the case of preauthorized payments set up using Remote Banking, you can stop the payment if you notify us **at least three business days** before the payment is scheduled to occur. You can call us at 925-447-5001 or visit any UNCLE Credit Union financial center. We reserve the right to require you to confirm any oral stop payment request in writing within 14 days, and if you fail to confirm the request, the stop payment request may lapse.

Fees

UNCLE generally does not charge fees for Remote Banking Services, though fees for special services accessed through Remote Banking, such as check stop payments, will be subject to the fee shown on our Fee Schedule.

Documentation

You can receive and print confirmations of Remote Bill Payments you initiate. Your only documentation of Remote Banking transactions will be your monthly statement. If you wish to confirm whether a direct deposit you are expecting has been received, you can check your account using the Digital Banking platform or call us at 1-800-34UNCLE.

Our Responsibility for Remote Banking Transfer Errors

If we do not complete a transfer to or from your account on time, in the correct amount, or to the correct payee or transferee according to your instructions and our agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions.

We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an agreement with us to provide overdraft protection and the transfer would cause you to exceed the available balance or the credit limit.
3. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
5. The error is the result of your failure to give us timely and accurate instructions.
6. We establish other lawful exceptions and give you legally required notice.

Our liability is limited to your actual damages, not to exceed the amount of the transaction and any costs such as late fees or interest that directly result from our error. In no event will we be liable for indirect, consequential, or punitive damages such as alleged harm to your credit standing or lost business opportunities.

Our accepting responsibility for an error will result in an automatic assignment to us of any claims you have related to the error. You agree to provide cooperation we reasonably request in connection with our investigation of the error and any attempts we make to recover our loss from third parties.

You are solely responsible for selecting, setting up, and maintaining any Internet service, device, or other service you use to access Remote Banking services. We will have no liability to you as a result of malfunction of devices or services you use to access Remote Banking services.

Although we maintain industry-standard security systems and protocols, we cannot and do not guarantee the security of information transmitted over the Internet.

Termination of Services

We can terminate any or all of your EFT privileges at any time with or without notice consistent with applicable law. Among reasons we can terminate services without notice are:

1. You or any authorized user of your EFT services breach this or any other agreement with us
2. We have reason to believe there has been or may be unauthorized use of your EFT services
3. We have actual notice of conflicting claims to funds in your accounts
4. Any authorized person asks us to terminate an EFT service
5. You repeatedly use EFT services for debits against insufficient available funds
6. You use or permit others to use your EFT services for illegal transactions.

Confidentiality

With respect to EFTs, we will disclose information to third parties about your account or transfers you make:

1. Where it is necessary for completing transfers
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. In order to comply with government agency or court orders
4. When you give us your written permission

See the UNCLE Credit Union Privacy Policy for further information about how we maintain the privacy of your personal and financial information.

Your Potential Liability for Unauthorized Remote Banking Transfers

Tell us at once if you believe your Remote Banking user identification and/or password and/or a device on which they have been stored have been lost or stolen. Calling us is the best way of keeping your possible losses down.

1. If you tell us *within 2 business days* after you learn of the loss or theft of your user identification and/or password and/or device, you can lose no more than \$50 if someone transacted on your account without your permission.
2. If you do NOT tell us within 2 business days after you learn of the loss or theft, and we can prove we could have stopped someone from transacting on your account without your permission if you had told us sooner, you could lose as much as \$500.
3. If your statement shows electronic transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- 4.

Call us at 925-447-5001 or toll-free: 800-34UNCLE (800-348-6253). Do NOT use email for urgent message such as lost or stolen user identifications, passwords, or devices. You can also write to us at UNCLE Credit Union Member Services, 2100 Las Positas Court, Livermore, CA 94551.

If we credit your account for an unauthorized transaction, the credit will result in automatic assignment to us of any claims you may have in connection with the transaction. You agree to cooperate with our investigation of the transaction and any effort to collect the amount from the responsible party(ies).

Error Resolution

In case of errors or questions about your electronic transfers, **call us at 925-447-5001** or write to us at UNCLE Credit Union Member Service, 2100 Las Positas Court, Livermore, CA 94551, as soon as you can, 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.

1. Tell us your name and account number.
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will 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 while we investigate. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with

us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation.

You may ask for copies of the documents we used in our investigation.

UNCLE Credit Union
Attn: Finance Operations Department
2100 Las Positas Court
Livermore, CA 94551
Telephone: 925-447-5001

Business Days

Our business days are Monday through Friday (excluding Federal and Credit Union observed holidays).

Safeguarding EFT Access Devices

1. Keep your EFT access devices such as Online Banking passwords secure.
2. Don't tell anyone your Remote Banking credentials or store them on a device where an unauthorized person will be able to use them. If you voluntarily give someone your Remote Banking credentials, you are responsible for all transactions they initiate, even if they exceed the scope of permission you gave them. We are not subject to any agreements you make with third parties limiting their use of UNCLE Remote Banking services. ***The only way you can terminate the authority of a third party to whom you have made your access credentials available is to contact us and ask us to terminate the credentials.***
3. Don't write your access credentials down or store them where they can be discovered. If you must write them down, do so in a way that others will not be able to recognize and use them.
4. Monitor account activity often using services such as audio response and online banking and report all questionable activity to us immediately.