

Electronic Disclosures and Agreements

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eBanking Disclosure and Agreement

This eBanking Disclosure and Agreement states the terms and conditions that apply when you use UNIFY Financial Federal Credit Union eBanking services. By utilizing the service, you agree to the terms and conditions of the Disclosure and Agreement. Read this disclosure carefully and save or print a copy for your records.

Explanation of Terms: "We," "our," "us," "UNIFY," "UNIFY FCU," "Credit Union," or "CU" shall mean UNIFY Financial Credit Union. "You" and "Your" shall refer to the Credit Union member, joint owner, or anyone authorized by the member to use the account.

Governing Documents: Your use of the eBanking service is governed by this Disclosure and Agreement, the Truth-In-Savings and Electronic Services Disclosure and Agreement, and any other agreements you have with us concerning your activities with the Credit Union. If you use the eDeposits service, you agree to be governed by the eDeposits Services Agreement which is also included by reference. Any fees for services are contained in the Disclosure of Fees and Services.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Disputes: In the event of a dispute regarding eBanking, you and UNIFY 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 UNIFY which supersedes any prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Credit Union or any employee says and the terms of this Agreement, the terms of this Agreement will prevail.

Confidentiality of Username and Password: You are required to create a Username and Password in connection with your registration and use of the eBanking service. You should create a complex Username and Password so that others cannot guess or figure out what they are. The Username and Password are required for security purposes in connection with the authentication of your access to the eBanking service and the transfers and payments you initiate through the eBanking service. Your Username and Password are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer. You are responsible for the proper safekeeping of your Username and Password. You agree not to disclose or otherwise make your Username and Password available to anyone. If you authorize anyone to use your Username and Password that authority shall continue until you specifically revoke such authority by changing the Username and Password or by notifying us and creating a new Username and Password. You understand that if you reveal your Username and Password to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the Username and Password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of eBanking.

If you fail to maintain security of your Username and Password and we suffer a loss, we reserve the right to terminate your eBanking services under this Agreement as well as other credit union products and services. Users of the eBanking service should utilize other Username and Password protection precautions as may be appropriate under any particular set of circumstances to ensure security over system access and access to account and transaction information and funds transfer capabilities. eBanking provides the capability for you to change your Username and Password at any time. To help safeguard your security, you should change your Username and Password frequently.

If you forget your Password you should first utilize the "Forgot Password" feature available on the Sign In webpage to assist you. Otherwise, if you forget your Username or Password or your system access is locked or disabled due to the use of an incorrect Username or Password, contact the Credit Union at 877.254.9328. We may require that you re-register to gain access to the eBanking service.

eStatement Service

This service provides you with convenient, paperless access to your monthly account statements. Your eStatements will contain all of the same information as paper statements and you will have the same opportunities to contact us about any questions or disputes.

ACCESS TO eSTATEMENTS AND REQUIREMENTS:

1. eBanking Access - eStatements are accessed via eBanking service. You must have access to eBanking and a valid password in order to retrieve your eStatements.
2. A valid email address - You must have an active, valid email address on file with the Credit Union. If at any time your email address changes, you must notify the Credit Union immediately via Online Banking, or by contacting us at 877.254.9328 and speaking with a Contact Center Representative.
3. Adobe Acrobat Reader - You must have Adobe's Acrobat Reader installed on your computer in order to view your eStatements.

eSTATEMENT ACKNOWLEDGEMENT: In order to sign up for the eStatement service you must agree to this Disclosure and Agreement. By agreeing to this document you elect and authorize the Credit Union to begin electronic delivery of your account statements and marketing material, as well as notices we are required to provide under applicable Federal and State laws and regulations.

eSTATEMENT ACTIVATION: Once you have agreed to this document your eStatement service will be automatically activated. You will then be sent an email announcement when your next monthly eStatement is available. In the first month after activation, you will receive both a paper and electronic statement. After that, you will receive only an electronic statement.

VISA eSTATEMENTS: If you sign up for eStatements and have a UNIFY Visa credit card you also agree to receive your monthly Visa statements via electronic statement. You will receive a separate email announcement when your Visa eStatement is available. Your Visa eStatements will contain all of the same information as paper statements and you will have the same opportunities to contact us about any questions or disputes.

RETAINING eSTATEMENTS: Your eStatements will be available via eBanking for a period of twelve (12) months from the date of posting. You agree to download and print or otherwise save and store your eStatements and any disclosures for future reference.

YOUR RIGHT TO TERMINATE: You may cancel your eStatement service at any time online by going to the profile link within the eStatements page and selecting "Change" in the Delivery Preference field, by submitting a request in writing, or by contacting us at 877.254.9328 and speaking with a Contact Center Representative. Your request will take no longer than thirty (30) days to become effective from the date the Credit Union receives the request. If you

cancel eStatements, the Credit Union will resume sending your statement via regular mail.

OUR RIGHT TO TERMINATE: You agree that the Credit Union can terminate the eStatement service and provide you with mailed statements for any reason at any time.

OUR RIGHT TO CHANGE: You agree that the Credit Union can amend, supplement, change or discontinue any of these terms and disclosures at any time by posting same in this location. If you continue to use this service after any such change, you are considered as agreeing to the change. If you do not agree to the change, you must terminate as set forth above.

OUR LIABILITY FOR FAILURE TO PROVIDE eSTATEMENT NOTIFICATION: If we do not provide an eStatement notification according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions under which we will not be liable. Some exceptions include but are not limited to the following:

1. The email address on file is invalid.
2. Your email or Internet service provider filters the notification from your inbox (e.g. considers it "spam" or "junk mail").
3. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, or malfunction of central data processing facility, etc.) prevent the notification, despite reasonable precautions that we have taken.
4. There is a malfunction in your personal computer browser and/or software.

ePay Service

SERVICE DEFINITIONS

"Service" means the Bill Payment Service (ePay) offered by UNIFY Financial Credit Union.

"Credit Union" means Unify Financial Credit Union.

"Agreement" means these Terms and Conditions of the ePay Service.

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

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

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

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

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

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment. Your payment account will be debited the business day prior to the scheduled payment date for payments made electronically. Payments made by check are debited when the check clears against your account.

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

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

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date for electronic payments.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

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

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

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

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account, or causes funds from your Payment Account to be directed to a Biller that 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 Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

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.

PROHIBITED PAYMENTS

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

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers 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:

1. **Information Provided to the Biller** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller 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 Biller, provide to the Biller your e-mail address, service address or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
2. **Activation** - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

3. **Authorization to Obtain Bill Data** - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
4. **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 email notification to the email 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 Biller to Biller. You are responsible for ensuring timely payment of all bills.
5. **Cancellation of Electronic Bill Notification** - The electronic Biller 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 Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(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.
6. **Non-Delivery of Electronic Bill(s)** - You agree to hold the Service harmless should the Biller 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 Biller directly.
7. **Accuracy and Dispute of Electronic Bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

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 (which may or may not be the Credit Union). In such case, you agree that:

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

2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by the Credit Union as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit-reporting agency.

ADDRESS OR BANKING 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. Changes can be made either within the Service or by contacting our Contact Center. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the Service's Help files. 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.

BILLER LIMITATION

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

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

eDeposits Service Agreement

This eDeposits Service Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning the eDeposits service offered to you by UNIFY Financial Credit Union ("Credit Union"). The words "we," "us," and "our" mean the UNIFY Financial Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. The word "eDeposits" means the remote deposit capture service offered by the Credit Union. By using the eDeposits service or clicking the electronic signature "acceptance" below Member and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

The eDeposits service is offered for the purpose of converting original checks to substitute checks, as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC ("Check 21"), for deposit with Credit Union and for processing and presentment to a collecting or paying financial institution. Additional information regarding Check 21 may be found at <http://www.ffiec.gov/exam/check21/faq.htm>. The eDeposits service is subject to the following terms and conditions and to the instructions, rules and terms contained in the Account Agreement and Disclosures provided to you.

1. eDeposits Service.

1.1 eDeposits Capture Process. Member will take a picture of checks or drafts ("items") with an image capture device creating an electronic image and Member will transmit an electronic file of such electronic images that the Credit Union will deposit to Member's account. The Credit Union's processing agent shall perform an image quality assessment of imaged checks or items and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. Member agrees that the manner in which items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by

Credit Union, in its sole discretion. Credit Union reserves the right to select the clearing agents through which Credit Union clears items. Member agrees to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which Credit Union is a party. Member agrees that if the transmission of the electronic image originates outside the United States it will be deemed to be transmitted within the State of California for legal purposes.

1.2 Funds Availability. Funds from deposited items will be available according to Credit Union's Truth-in-Savings and Electronic Services Disclosure and Agreement, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited via eDeposits session are considered received by the Credit Union when the eDeposits capture system expressly indicates that the checks were received by or delivered to Credit Union. Member agrees that the imaging and transmitting of checks does not constitute receipt by Credit Union. Checks imaged and transmitted via eDeposits will be considered received by the Credit Union on the day of receipt. For the purpose of establishing funds availability, the Member's deposits via eDeposits session are deemed to be received by the Credit Union at the time the system indicates a successful transaction is completed. Acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors.

1.3 Deposit Acceptance. Member agrees that Credit Union may at any time, in its sole discretion, refuse to accept deposits of Checks from Member via eDeposits session. In the event that eDeposits capture services are interrupted or are otherwise unavailable, Member may, at its option, deposit checks in-person at a Credit Union branch or mail or other contractually acceptable method.

2. Member Account.

2.1 Member Account. Member will designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with the eDeposits service. The Credit Union shall provide Member with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service. Member shall be responsible for auditing and balancing of any settlement account.

2.2 Responsibility for imaging. Member is solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining Member's imaging equipment. Member will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for Member.

2.3 Deposit Requirements. Member agrees that it will only use the eDeposits services to deposit checks drawn on financial institutions within the United States, excluding its territories. Member will deposit checks not falling within this requirement in person or by U.S. Mail.

2.4 Check Retention and Destruction. Member agrees that all items belong to Member and not to Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by Credit Union of any transmission by Member of imaged items for deposit to Member's account, Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Member's electronic transmission is subject to proof and verification. Member shall retain the original of all imaged items that have been deposited via eDeposits for reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that the Member maintains the original checks, the Member understands and agrees that it must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the eDeposits Capture service) and (ii) unauthorized use of information derived from the original checks. When Member destroys, and disposes of, the original checks pursuant to the requirements of this Agreement, the Member understands and agrees that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks

are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent copying equipment.)

2.5 Presentment Prohibitions. The Member shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check that has already been presented for deposit via eDeposits check capture service or (ii) any original check, the Substitute Check of which has already been presented for deposit via eDeposits. In the event that the Member, or any third party, presents, or attempts to present, a deposit in violation of this Subsection the Member agrees to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. Member agrees that the aggregate amount of any items which are deposited more than once will be debited from Member's account, and to the extent funds in Member's account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. Member further acknowledges that Member and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and Member assumes all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

2.6 Member's Representations and Warranties. Member's Representations and Warranties: Member represents and warrants:

1. that it will comply with all federal and state laws, and rules and regulations applicable to Online transactions, including those of the National Automated Clearing House for ACH transactions;
2. that all Checks scanned through image transport are made payable to Member;
3. that all signatures on each check are authentic and authorized; and
4. that each check has not been altered.

In the event Member breaches any of these representations or warranties, Member agrees to defend, indemnify and hold Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. Member further authorizes the Credit Union to charge its account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the California Commercial Code.

2.7 Financial Responsibility. Member is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. Member assumes exclusive responsibility for the consequences of any instructions it may give to the Credit Union, for Member's failures to access the service properly in a manner prescribed by the Credit Union, and for Member's failure to supply accurate input information, including, without limitation, any information contained in an application.

2.8 Account Reconciliation. Member will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Truth-in-Savings and Electronic Services Disclosure and Agreement (exclusive of weekends and applicable holidays) after receipt of the applicable detail report from the Credit Union. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

3. Credit Union's Obligations.

3.1 Financial Data. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by Member and to act on appropriate instructions received from Member in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user

number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Member by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. Member assumes full responsibility for the consequences of any misuse or unauthorized use of or access to the service or disclosure of any confidential information or instructions of Member by Member's employees, agents, or other third parties.

3.2 Service Availability. Member understands that service availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating Member's instructions and requests to the Credit Union and the Credit Union's response. The Credit Union shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Member in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

3.3 Exception Items. When Credit Union reviews and processes Member's electronic file, Credit Union may reject any electronic image that Credit Union, in its sole discretion, determines to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, including its territories, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. Credit Union will notify Member of any Exception Items. Member agrees that if it wishes to attempt to deposit any Exception Item to any of Member's account with Credit Union, Member shall only do so by depositing the original item on which the Exception Item is based. Member acknowledges and agrees that even if Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefrom may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit the obligation of Member to Credit Union.

3.4 Reports. Credit Union shall provide Member with transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

3.5 Retention of Check Images. Credit Union will retain any substitute checks it generates for five (5) years.

4. Services Fees.

4.1 Currently there is no monthly fee for the eDeposits service. Member agrees to pay all fees and charges for deposit services as set forth in the Disclosure of Fees and Charges. Fees are subject to change by Credit Union upon thirty (30) days written notice to Member.

5. Warranties; Disclaimer of Warranties.

5.1 Service Warranty. Member performs the function of converting an original check to a substitute check. Therefore, Member understands and agrees that it is responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. Credit Union and its agents may, but shall have no obligation, to screen items or Substitute Checks for legal compliance. The Member agrees to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

5.2 Disclaimer of Liability. MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM MEMBER'S USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

6. Credit Union's Liabilities.

6.1 Direct Damages. THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY MEMBER FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE SIX MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

6.2 Member's Duty to Report Errors. Member shall notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date of discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to Member which reflects the error. Failure of Member to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

6.3 Credit Union's Performance. Member acknowledges and agrees that Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Credit Union in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. Member acknowledges that Credit Union's systems and procedures established for providing the Services are commercially reasonable. Member shall defend, indemnify, and hold Credit Union harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to the Services.

6.4 Limitation. Credit Union shall have no liability to Member, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement, and shall have no liability for not effecting an Entry, if:

1. Credit Union receives actual notice or has reason to believe that Member has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
3. Credit Union suspects a breach of the Security procedures;
4. Credit Union suspects that the Member account has been used for illegal or fraudulent purposes; or
5. Credit Union reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Credit Union will not be liable if Member fails to report timely any error or discrepancy reflected in a Statement prepared by Credit Union, or if Member fails to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to Member shall be limited to the total fees paid by Member to Credit Union for the Credit Union failure to perform resulting in such liability in the two (2) month period preceding the date the claim accrued. Credit Union shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control. In no event will Credit Union be liable for any indirect, consequential, punitive, or special damages. Credit Union will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

7. Force Majeure. The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

8. Termination. Either party may terminate this Agreement upon not less than ten (10) days prior written notice to the other party. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) Member will immediately cease using the service, and (ii) Member shall promptly remit all unpaid monies due under this Agreement. The Credit Union may immediately suspend or terminate Member's access to the service in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the service or the Credit Union from harm or compromise of integrity, security, reputation, or operation.

9. Indemnification. Member agrees to indemnify, defend and hold harmless the Credit Union and its shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) Member's failure to abide by or perform any obligation imposed upon Member under this Agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence of Member or any of its representatives involving use of the service; (c) the actions, omissions or commissions of Member, its employees, consultants and/or agents relating to the service; and (d) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. Member shall be provided with prompt notice of any claims and given full authority and assistance (at Member's expense) for the defense of any such claims; provided that the Credit Union may participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense; provided, further, however, Member shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

10. Modification of Services. Credit Union reserves the right to modify the eDeposits services from time to time without making prior notice to Member, provided, however, that Credit Union will give Member at least thirty (30) days' notice prior to making any modifications to the eDeposits services that would materially alter their functionality.

11. Notices: Except as otherwise expressly provided herein, the Credit Union shall not be required to act upon any notice or instruction received from Member or any other person, or to provide any notice or advice to Member or any other person with respect to any matter.

12. Enforcement: You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of California as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either

party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to California law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

eText Banking Service

When you enroll in eText Banking you agree that you are responsible for any charges, fees, data or message rates that may apply from your service provider. This access allows account information like: balances, history, and funds transfers, all via text message. You must be an eBanking user and must Log into eBanking to enroll.

Explanation of Terms: "We," "our," "us," "UNIFY," "UNIFY FCU," "Credit Union," or "CU" shall mean UNIFY Financial Credit Union. "You" and "Your" shall refer to the Credit Union member, joint owner, or anyone authorized by the member to use the account.

SUMMARY OF TERMS:

By entering your phone number member acknowledges and agrees to the terms of service and are subscribed until you send **STOP** to Unify Financial Credit Union's eText Banking. Unify Financial Credit Union's eText Banking works with: Alltel, AT&T, Boost Mobile, Cincinnati Bell, Sprint PCS, T-Mobile, U.S. Cellular, Virgin Mobile USA, and Verizon Wireless but is not compatible with all handsets. Receive account alerts. Receive a minimum of 1 message per query. **Message and data rates may apply.** You confirm that you hold the account corresponding to the mobile phone number you entered, or that you have the account holder's permission to use this service. For help, send **HELP** to 226563.

HOW TO CANCEL/UNSUBSCRIBE:

To cancel/ unsubscribe, text **STOP** to 226563 at any time. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that. You may let us know to discontinue service by phoning our Contact Center at 877.254.9328 , by visiting a branch or via Live chat at UnifyFCU.com.

ENABLING ACCOUNTS FOR TEXT BANKING:

You will need to both enable and provide nicknames for your accounts to use Text Banking. These changes can be made on the 'Account Preferences' page.

TEXT BANKING PHONE NUMBER:

Send any of the commands below to **226563**. For easier access and added security, please add this code to your contacts.

TEXT BANKING COMMANDS:

BAL - provides balances for all accounts that are enabled for Text Banking

BAL account nickname - provides the balance for the specified account. Example: BAL acct1

HIST account nickname - provides account history for the specified account. Example: HIST acct1

XFER account nickname1 account nickname2 amount - transfer the specified amount from account 1 to account 2. Example: XFER acct1 acct2 100.00

HELP - sends a list of contact points for the credit union

STOP - stops all further text message communications

COST:

There are no premium charges for using eText Banking, however message and data rates may apply.

UNIFY Financial Federal Credit Union, doing business as UNIFY Financial Credit Union
08/2016
