



Firefighters First Federal Credit Union Digital Services General Terms and Conditions with ESIGN Consent and Disclosure

ESIGN Consent and Disclosure

This ESIGN Consent and Disclosure (“Disclosure”) addresses the circumstances under which you consent to receive communications from us in an electronic form that we are required by law to provide to you in writing, in addition to other communications that we provide to you in connection with your membership and accounts with Firefighters First Credit Union.

For purposes of this Disclosure, the words “you” and “your” mean the primary accountholder and all joint accountholders. The words “we,” “our,” “us” and “Credit Union” mean Firefighters First Credit Union. “Account(s)” means any accounts you have with us, and all products or services you obtain from us. “Communication” means any member disclosures and agreements (including amendments thereto), monthly (or other periodic) billing or account statements, tax statements, notices, responses to claims, transaction history, privacy policies and all other information related to the Account(s), including but not limited to information that we are required by law to provide to you in writing. Such Communications may include, but are not limited to:

- This Disclosure and any amendments hereto;
- Disclosures, agreements, notices and other information related to the opening of an account, or initiation of a product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Service or end-user agreements for access to the Credit Union’s online services;
- All Communications related to any Credit Union product or service, except for those excluded by the terms of this Disclosure;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Credit Union Accounts;
- Any notice or disclosure regarding fees we may assess, including late fees, overdraft fees, and returned item fees;
- Notices of amendments to any of your agreements with us;
- Our privacy policy and other privacy statements or notices; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

WE ARE REQUIRED TO OBTAIN YOUR CONSENT BEFORE DELIVERING COMMUNICATIONS ELECTRONICALLY. YOU UNDERSTAND THAT YOUR CONSENT ALSO PERMITS US TO ELECTRONICALLY DELIVER TO YOU, INITIALLY AND ON AN ONGOING BASIS, ALL FUTURE COMMUNICATIONS RELATED TO YOUR MEMBERSHIP AND ACCOUNT(S) WITH US. YOUR CONSENT WILL ALSO APPLY TO ANY OTHER PERSON NAMED ON YOUR ACCOUNT(S) AS A JOINT OWNER. PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE GIVING CONSENT.

Types of Communications You Will Not Receive in Electronic Form. This Disclosure does NOT apply to:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence;
- Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that we determine, in our sole discretion, you should receive in paper rather than electronic form.

Such notices and disclosures will be mailed to the primary address we have for you in our records or otherwise delivered as required by law or the governing agreement.

Consent to Receive Disclosures Electronically and Scope of Consent. By clicking the agreement indicator button, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications related to your membership and Account(s) with us in electronic form, and that we may discontinue sending paper Communications to you, until such time as you withdraw your consent as described below.

E-mail Address and Keeping Your Information Current. You agree to provide us with and maintain a valid, active e-mail address. You must promptly notify us of any change in your e-mail address. You may update your e-mail address by *calling us at (323) 254-1700 or (800) 231-1626, updating your contact information via the online banking service, submitting your change to us in writing to Firefighters First Credit Union, P.O. Box 60890, Los Angeles, CA 90060-0890, or by visiting one of our branches* at any time, and your change will take effect a reasonable time thereafter. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive e-mail address that you have provided.

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either: (1) via e-mail; (2) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available; (3) by requesting you download a PDF file containing the Communication.

How To Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by *calling us at (323)254-1700 or (800) 231-1626, sending us a secure message via the online banking service, providing written notice to us at Firefighters First Credit Union, P.O. Box 60890, Los Angeles, CA 90060-0890, or by visiting one of our branches* and including the details of your request. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your request. Your consent will remain in force until withdrawn in the manner provided in this section.

Hardware and Software requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have, at your cost:

- A valid and active email account.
- A computer (or other device which is capable of accessing the internet) with a current version of Windows®, MacOS®, iOS, or Android™ operating system.
- Current version of Firefox, Safari or Chrome.
- Adobe Acrobat Reader version of a supported PDF reader to access and view documents provided to you in PDF format.
- A printer if you wish to print out and retain records on paper and sufficient electronic storage capacity on your computer's hard drive or other data storage unit if you wish to retain records in electronic form.

Changes to Hardware and Software Requirements. If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access

Communications or our online services, we will give you notice of the revised hardware or software requirements. Your continued use of our online services after we send you notice of the change is reaffirmation of your consent. We reserve the right to discontinue support of any Internet browser or other software at any time and without advance notice if, in our opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with our Communications and/or online services.

Your Right to Receive Paper Communications. We will not send you a paper copy of any Communication we send to you in electronic form, unless you request it or we otherwise deem it appropriate to do so. You may obtain a paper copy of an electronic Communication by printing it yourself or by *calling us at (323) 254-1700 or (800) 231-1626 or writing to us at Firefighters First Credit Union, P.O. Box 60890, Los Angeles, CA 90060-0890, or by visiting one of our branches* and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. A fee to request paper copies of Communications may be imposed as set forth in our Schedule of Fees. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Communications in Writing. All Communications in either electronic or paper form from us to you will be considered “in writing.” You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to receive electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (“ESIGN Act”), and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination or Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Agreement. By clicking on the agreement indicator button, you affirmatively consent to receive, and acknowledge that you can receive, access and retain electronically, Communications. You acknowledge that you have read and agree to the terms in this Disclosure and that your computer system meets the minimum system requirements described herein. You understand and agree that the Credit Union will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this Disclosure.

Digital Services General Terms and Conditions

This Digital Services General Terms and Conditions Agreement and Disclosure (“Agreement and Disclosure”) describes your rights and obligations as a user of Firefighters First Credit Unions’ (“Credit Union”) Online Banking System, Mobile Banking System, Bill Payment System, Remote Deposit Capture Service (“RDCS”), and program (collectively, the “Services”). In addition to this Agreement and Disclosure, you and the Credit Union agree to be bound by and comply with the requirements of the “All About Your Firefighters First Account Disclosures” agreement and any other Agreements applicable to each of your accounts. In the event of an inconsistency between the terms and conditions of this Agreement and Disclosure and the terms and conditions of other Agreements provided to you, this Agreement and Disclosure will govern to the extent of such inconsistency. Your use of these systems is your acknowledgment that you have received

this Agreement and Disclosure and intend to be bound by it. You should review all other disclosures, including any charges that may be imposed, as listed in the "Share Rates & Schedule of Fees and Charges" accompanying those disclosures and the Fee Schedule located on the Credit Union's website.

In this Agreement and Disclosure, the words "you" and "your" mean the member (consumer or business) that applied for and/or uses the Services described in this Agreement and Disclosure. The words "we," "our," and "ours" mean Firefighters First Credit Union.

Changes and Modifications

The Credit Union may amend, add, delete, or modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will be deemed to have received it three (3) days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and Disclosure and your use of the Services in whole or in part at any time without prior notice.

Your use of the Services after receipt of notification of any change by the Credit Union constitutes your acceptance of the change.

Assignment

We may assign or delegate this Agreement and Disclosure to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement and Disclosure is related without the other party's prior written consent. You may not assign this Agreement and Disclosure.

Notices

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement and Disclosure may be sent to you electronically.

Governing Law

This Agreement and Disclosure is entered into and will be performed in California and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the State of California and applicable federal law, 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.

Definitions

The following definitions apply in this Agreement and Disclosure:

1. "Account" means the Credit Union account from which you will be conducting transactions using a Service;
2. "Authorized Representative" refers to a person with authority (with respect to the account);
3. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer or mobile device;
4. "Business Days" are our business days Monday through Friday. Saturdays, Sundays, and holidays are not considered business days;

5. "ISP" refers to your Internet Service Provider;
6. "Online Banking" is the internet-based service providing access to your Credit Union account(s);
7. "Password" is a member-generated code selected by you for use during sign-on, that establishes your connection to the Service;
8. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
9. Zelle® is a person-to-person payment service.(Refer to Zelle® Terms of Service);
10. "Time of day" references are to Pacific Time (PT);
11. "Username" is a member-generated identification selected by you, that is used in conjunction with your Password that establishes your connection to the Service;
12. "We," "us," "our," and "Credit Union" refer to Firefighters First Credit Union which offers the Services and which holds the accounts accessed by the Services; and
13. "You" or "your" refers to the owner of the account(s) or the Authorized Representative and all of those who use the Services.

Minimum System Requirements

In order to receive and review the Disclosures electronically and conduct electronic transactions through these Services, the following computer system requirements must be satisfied:

- ✦ An Internet Service Provider (i.e. AOL, Spectrum, Verizon, etc.);
- ✦ Minimum Screen Resolution (1024x768);
- ✦ JavaScript enabled;
- ✦ Cookies enabled (first and third party cookies);

- ✦ Pop-up blocker enabled;
- ✦ PDF Reader compatible; and
- ✦ Please be sure you are using the most up to date versions of the browsers listed below.

1. [Microsoft Internet Explorer](#)
2. [Mozilla Firefox](#)
3. [Google Chrome](#)
4. [Apple Safari](#)

In addition, you must have and maintain a printer capable of printing any Disclosures that are emailed to you and/or made available on our website. In the alternative, you must have and maintain the ability to electronically save and visually display on your computer screen any Disclosures that are e-mailed to you and/or made available on our website. You understand that we do not make any warranties on equipment, hardware, software, Internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

Funds Availability Policy

Refer to the “Funds Availability Policy” section of the Credit Union’s “All About Your Firefighters First Account Disclosures” booklet, which applies to Services provided under this Agreement and Disclosure. You can go to the Credit Union website; www.firefightersfirstcu.org. You can contact the Credit Union during regular business hours by emailing onlinehelp@firefirstcu.org, or by calling (800) 231-1626.

Privacy Policy

You also acknowledge and agree that we will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; or (iv) if you give us your written permission.

For specific terms and conditions related to personal information that you may share with the Credit Union, please refer to the Firefighters First Credit Union Privacy Policy, which can be found at www.firefightersfirstcu.org.

Estatements, eNotices, And Alerts

Estatements, eNotices and Alerts are services provided through online and mobile banking. With Estatements you have the ability to view, download and print your statements. Alerts allow you to create alert notifications for balance updates, low balance, high balance, large withdrawal, large deposit, check cleared, loan payment due, loan payment overdue, maturity date and personal alert. You may also receive alerts for loan rate changes.

Money Management

This tool allows you the ability to create budgets, categories and monitor spending. You have the ability to add outside accounts in order to have a full view of your loans, deposits and investments. Alerts can be created for specific actions and scenarios. Alerts are typically triggered when the data is updated in Money Management during a user’s login session or at night during when the data refreshes. Users have the ability to create transaction categories, budgets, alerts and goals.

Chat and Email

Secure and Unsecure chat allows communication between members and Firefighters First Credit Union. Secure email and chat allows members to ask account specific questions without being required to call, since we’re able to confirm your identity.

Access to Services

The Credit Union will provide instructions on how to use the Services. You will gain access to your accounts through the use of your Internet-enabled device, your ISP, your Password and your Username. You may access your accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be unavailable for brief periods of time for purposes of maintenance, updating the software, or to maintain the security of the Services.

You will be required to register your email and/or phone number in order to access and maintain access to online and mobile banking. This will allow for the delivery of the verification code needed when first registering for Online or Mobile Banking. This second form of identification will be required when the system does not recognize the device, browser or if you recently deleted cookies and cache.

The Credit Union’s Electronic Fund Transfer Disclosure (found in the “All About Your Firefighters First Account Disclosures” booklet) governs use of your PIN and is incorporated herein by this reference as if set forth in full. In the event any provision in the Electronic Fund Transfer Disclosure conflicts

with any provision in this Agreement and Disclosure, the parties agree that this Agreement and Disclosure shall control.

Right to Stop Payment

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890, or check your account using our Online Banking service at www.firefightersfirstcu.org in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Right to Receive Documentation of Transactions

You will get a monthly account statement unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

In Case of Errors or Questions About Your Electronic Transfers

In the event that you believe there has been an error with respect to any original check or image thereof transmitted to the Credit Union for deposit or a breach of this Agreement and Disclosure, you will immediately contact the Credit Union regarding such error or breach as set forth below.

- By calling the Credit Union at: 800-231-1626;
- By emailing the Credit Union at: onlinehelp@firefirstcu.org; or
- By writing a letter and sending it to P.O. Box 60890, Los Angeles, CA 90060-0890.

Contact us 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.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10)* business days for the amount you think is in error, so that you will have 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 ten (10) business days, we may not credit your Account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our

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

* If you assert an error within 30 days after you make the first deposit to your Account, we will have 20 business days instead of ten (10) business days.

** If you give notice of an error within 30 days after you make the first deposit to your Account, or notice of an error involving a transaction initiated outside the United States, its possessions and territories, we will have 90 days instead of 45 days to investigate. In accordance with Visa Operating Rules and Regulations, you will receive a provisional credit for Visa Check Card losses for unauthorized use within five (5) business days after you have notified us of the loss. This does not apply to ATM transactions using a PIN(s).

Disputes

In the event of a dispute regarding the Service(s), you and the Credit Union agree to attempt to informally resolve the dispute by looking to this Agreement and Disclosure. In the event the dispute regarding the Service cannot be informally resolved, you agree to submit to the personal jurisdiction of the courts of the State of California.

Violations of the Agreement and Disclosure

If the Credit Union becomes aware that you are engaging in any activity directly related to the use of the Service that is illegal or fraudulent under local, state, or federal law or otherwise violates the "All About Your Firefighters First Account Disclosures" agreement or this Agreement and Disclosure, the Credit Union reserves the right to suspend or cancel access and utilization to the Service(s) immediately. The Credit Union may terminate the Service(s) upon becoming aware that you are violating any law or otherwise engaging in activity that is not permitted under this Agreement and Disclosure and/or that may be detrimental to us.

Disclaimers of Liability and Warranties

The Credit Union shall bear no liability for: (i) compatibility of the Service with all wireless and/or WAP-enabled devices, (ii) server latency or response times for the Service, (iii) additional costs assessed by wireless carriers for text and Internet access, or (iv) any decisions made or transactions initiated by you based on your use of the Service and/or the data accessed by the Service.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICE 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 SERVICE, 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 NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE 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 SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE 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 THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR MOBILE DEVICE, COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Our Liability for Failure to Make or Complete Transactions

The Credit Union will use commercially reasonable efforts to post your transaction/instruction properly to the account indicated when you use the Service properly and comply with this Agreement and Disclosure. However, the Credit Union shall incur no liability if we are unable to complete a transaction/instruction initiated by you through the Service because of any one or more of the following circumstances: 1) member error, 2) member failure to comply with this Agreement and Disclosure, 3) if the Service equipment or software was not working properly and you knew about the malfunction when you started the transaction, or 4) you or any third party (e.g., the U.S. Treasury or an automated clearing house) have not provided complete or correct information, 5) circumstances beyond our control (e.g., fire, flood or interference from outside sources) prevent processing of a transaction despite reasonable precautions on our part, 6) if a legal order directs us to prohibit withdrawals from the account, 7) if your account is closed or if it has been frozen, 8) if you, or anyone you allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity, 9) if our failure to complete the transaction is done to protect the security of your account and/or the Services, or 10) if delays in processing and/or payment are caused by third-party software and/or services.

There may be other exceptions and we may establish other exceptions in addition to those not specifically mentioned above.

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

UNLESS OTHERWISE REQUIRED BY LAW, THE CREDIT UNION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSS OR DAMAGE CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE. NOR SHALL THE CREDIT UNION BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL DAMAGES, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM A) THE USE OF, INABILITY TO USE, OR MAINTENANCE OF THE SERVICE, B) THE INTERNET PROVIDER OR ANY RELATED SOFTWARE, OR YOUR OR OUR USE OF ANY OF THEM, C) THE INSTALLATION, USE, OR MAINTENANCE OF YOUR MOBILE DEVICE, PERSONAL COMPUTER, ANY RELATED SOFTWARE, OR OTHER EQUIPMENT, OR D) YOUR BREACH OF THIS AGREEMENT AND DISCLOSURE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN

INFORMED OF THE POSSIBILITY THEREOF.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify, defend, and hold the Credit Union, including its directors, officers, employees, third party service providers, and agents harmless (by Counsel of Credit Union's choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service, any negligent or intentional action or inaction, and/or any breach of this Agreement and Disclosure. The parties agree that this paragraph shall survive the termination of this Agreement and Disclosure.

Release

You hereby release the Credit Union, any of its associated or affiliated companies, their directors, officers, agents, employees, customers, and members of the Credit Union, from all claims of any kind on account of your use of the Service.

Amendment and Termination

The Credit Union may amend this Agreement and Disclosure at any time or terminate the Service to any member or all members at any time for any reason in their sole and absolute discretion, with or without notice. Amendment of this Agreement and Disclosure or termination of the Service(s) shall not affect the member's liability or obligation hereunder. Continued use of the Service(s) after we send an amended or new Agreement and Disclosure and to you will constitute acceptance of any new or amended Agreement and Disclosure.

Termination will not affect your liability or obligations under this Agreement and Disclosure for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Service(s) and does not terminate your other relationships with the Credit Union.

No waiver

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union Officer. No delay or omission on the part of the Credit Union 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.

Attorneys' Fees

The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement and Disclosure shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including,

without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial, or appellate proceedings.

User Conduct

You agree not to use the Service or the content or information delivered through the Service any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items or use the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for the Credit Union or its affiliates or cause the Credit Union to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing; (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or be otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of the Service by any other party; (j) use the Service in any manner to gain unauthorized entry or access into the Credit Union's computer systems; or (k) resell or make any commercial use of the Services.

Limitations

Firefighters First Credit Union cannot always foresee or anticipate technical or other difficulties with the Service. These difficulties may result in loss of data, personalization settings or other Service interruptions. Notwithstanding the terms contained herein, with respect to the Service, you acknowledge that the Credit Union does not assume responsibility for the timeliness, deletion, miss-delivery or failure to store any user data, communications or personalization settings.

Security

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, your Username and Password, and your personal identification information. Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. The Credit Union cannot and does not warrant that all data transfers utilizing the Service or e-mail transmitted cannot be monitored or read by others. You agree that the Credit Union does not have control as to the persons who have access to your access device, Username and Password. The Credit Union will not be liable for any unauthorized access to access device using your Username and/or Password. You agree that it is your responsibility to INITIATE AND MAINTAIN adequate procedures to prevent any unauthorized access to your access device or unauthorized use of your Password. You are solely responsible for making sure your equipment/devices used to access the Services are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your device, equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party. These responsibilities include, without limitation, your utilizing up to date web-browsers, equipment, devices and best commercially available encryption, antivirus, anti-spyware, and Internet security software.

Unauthorized Access/Transfers

Tell us AT ONCE if you believe your Password has been lost, stolen or if you believe someone has scheduled transfers or may schedule transfers or otherwise use your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus maximum overdraft line of credit if you have one with us). You can contact the Credit Union during regular business hours by calling (800) 231-1626, by sending an e-mail to onlinehelp@firefirstcu.org, or by writing a letter and sending it to Firefighters First

Credit Union, P.O. Box 60890, Los Angeles, CA 90060-0890.

If you believe your Password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone has used your Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that 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 that 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 hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use your Password, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

Cancellation of Service

Cancellation of Service(s) can be handled by calling the Credit Union at (800) 231-1626, by emailing the Credit Union at onlinehelp@firefirstcu.org, by writing a letter and sending it to Firefighters First Credit Union, Attn: Communications, P.O. Box 60890, Los Angeles, CA 90060-0890, or by visiting your local Firefighters First regional office.

Username and Password

Your Username and Password are unique to you. Please do not share these with anyone. If you have forgotten your User Name or Password, click the “*Forgot Username/Password?*” link from the Credit Union’s website to reset these login credentials.

Use of Your Security Password

You are responsible for keeping your Username, Password and account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or Username;
- Do not leave your PC unattended while you are in the Credit Union's Online Banking Site;
- Do not leave your device unattended or accessible to another person;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your Password has been lost or stolen, please use the Password change feature within the Security section of Online Banking to change your Password.

Survival

Sections of this Agreement and Disclosure entitled “Compliance with Law,” “Accountholder’s Indemnification Obligation,” “Limitation of Liability,” and “Disclaimers of Liability and Warranties” shall survive the termination of this Agreement and Disclosure.

Entire Agreement

This Agreement and Disclosure contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as

herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

Online Banking Services Account Access

Transactions Available with Online Services

You may use your Services to perform the following transactions:

- Obtain a loan advance from your Personal or Home Equity Line of Credit by transfer to another Credit Union account.
- Obtain a cash advance from your credit card by transfer to another Credit Union account.
- Transfer funds to/from your Share, Checking, or Money Market Accounts (including accounts on which you are a joint owner).
- Transfer funds from your account to another member's account.
- Transfer funds from a Share, Checking, or Money Market to make loan or credit card payments.
- Transfer funds to/from your accounts at other financial institutions or to another person
- Zelle®; **NOTE:** this service is for person to person accounts only. (Refer to the Zelle® Terms of Service).
- Loan product offers from the Credit Union.
- Schedule transfers from your account to another account or loan.
- All transactions may be subject to later verification by the Credit Union.

You may print a record of any individual transaction conducted through the Online Banking Service at any time after the transaction is completed.

Linked Accounts

All accounts with the Credit Union that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- any account(s) for which that person is a signer;
- any account(s) for which that person is an authorized user; and
- any account(s) for which the person is a co-borrower or co-signer.

Additional Disclosures Applicable to Bill Payment Service

Description of Service

The Bill Payment Service permits you to use your Internet-enabled device (computer, tablet or mobile device) to direct payments from your designated online Bill Payment Account to third parties you wish to pay (businesses or individuals). Your designated Bill Payment Account must be a checking account.

By submitting a payment request through the Bill Payment Service, you authorize us and our service providers to remove funds from your designated Bill Payment Account in the amount and at the frequency you request, on the dates indicated on screen messages within the Bill Payment Service when you setup the Bill Payment. In order to successfully make payments through the Bill Payment Service, you must provide accurate and complete information to us that allows us to identify the payee, and for the payee to be able to identify you as the sender of the payment. You also acknowledge that, from time to time, certain payees may update or change their information, such as the address where Bill Payments should be sent. While we will attempt to update or

change such information as provided to us by the payee, you agree that we have no obligation to do so and it is your sole responsibility to change or update payee information you receive from the payee.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the United States. We reserve the right to restrict types of payees or specific payees to whom payments may be made using the Service from time to time.

You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, payments to government agencies, court ordered payments, gambling debts or any payments otherwise prohibited by law. Payments for these payees are prohibited, but if such a payment is processed through the Bill Payment Service, the payment will be your sole responsibility, including if the payment is delayed or improperly processed or credited.

Scheduling Payments

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-Business Day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following Business Day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically (using the Federal Reserve Banks' ACH system) to the payee or by mailing the payee a check.

Payments scheduled via bill pay will be delivered in two (2) to five (5) Business Days, depending on the method. For payees that accept electronic payments, they will receive the payment within two (2) Business Days after the scheduled send on date. If the payee does not accept electronic payments, a check will be issued and mailed to the address you provide. This is a default method used to ensure that the delivery of the payment is made, even if we're (bill pay provider) is unable to validate the payee, address or account number. The funds are debited from the linked account one (1) to two (2) Business Days after the send on date.

While we will make commercially reasonable efforts to deliver your payments made through the Bill Payment Service by the designated delivery date, you acknowledge that circumstances beyond our control may cause delays in the delivery, handling, or posting of payment. **YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR RESPONSIBILITY TO PREVENT ANY DELAY IN THE DELIVERY OF PAYMENTS, AND YOU CAN PREVENT SUCH DELAYS BY SCHEDULING DELIVERY OF YOUR PAYMENT IN ADVANCE OF YOUR PAYEE'S ACTUAL DUE DATE. WE ARE NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE POSTAL SERVICE, YOUR PAYEE, OR ANY OTHER PARTY BEYOND OUR REASONABLE CONTROL.**

Your Responsibility to Monitor Payments

The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement and Disclosure. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:

- you do not have available funds in your Bill Payment Account to make the payment on the processing date;
- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change by you in advance;

- the failure of any payee to correctly account for or credit the payment in a timely manner; or
- any other circumstances beyond the control of the Credit Union.

The session during which you schedule a payment, the Credit Union will consider the request to be received on that Business Day. Otherwise, it will be considered received on the following Business Day. For all entries made using the Bill Payment Services, the time recorded by the Online Banking Service or Mobile Banking Service will be considered the official time of the transaction, even if such time differs from the time on your computer or other device you use to initiate the payment.

If your Bill Payment Account does not have available funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment requests until the account has available funds to make the payment. The Credit Union will attempt to notify you by e-mail or U.S. Postal Mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there were not available funds in your account to process the payment. In all cases, you are responsible for either contacting the Credit Union at (800) 231-1626 to either make alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

Cancel or Change Payment Instructions

Payments must be changed or canceled using the Bill Payment Service prior to 6:30 p.m. PT on the Business Day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee, NOTE this only applies to bill payments issued and mailed by check and not for ACH bill payments. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Credit Union, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Credit Union may pay any item that is presented following the lapse of any stop payment order.

Multiple Person Bill Payment Accounts

If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Pay Service. Each enrolled person needs a unique Username and Password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment Service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment Service which will terminate the service for all enrolled persons on that Bill Payment account.

Service Limitations

The following are limitations to the use of the Credit Union's Bill Payment Service:

- The maximum amount for each bill payment is \$9,999.99.
- The maximum daily limit is \$19,999.99.
- Payments cannot be initiated for tax payments, court-ordered payments, payments to any federal, state, local government payees, payments to payees outside of the United States, gambling debts, or any other payments prohibited by law.
- You cannot stop a payment if the payment has already been processed.

Additional Disclosures Applicable to Mobile Banking Service

Mobile Banking features and services may vary depending on the method of Mobile Banking the

Credit Union offers and the method the member selects. Using an appropriate mobile phone, tablet, or similar device, you will be able to use the Firefighters First Credit Union's Mobile Banking service by downloading the mobile application from the appropriate application store for your device.

Additional Transactions Available with Mobile Banking Services

In addition to the transactions listed in the Online Banking and Bill Pay section, you may use your Mobile Banking Services to perform the following transactions:

- Deposit a check using Remote Deposit Capture Service
- Find a nearby Co-Op ATM machine
- Find a nearby Co-Op Shared Branch Credit Union

All transactions may be subject to later verification by the Credit Union.

Text Banking Service

Text banking service is hosted and provided by Digital Insight/NCR. Message and data rates may apply when using this service. Text banking service allows users to access account balances, recent transactions etc. You may opt out at any time.

To perform a transaction, text the following keywords to 454545:

Bal	Obtain Primary account balance
Bal all	Obtain all account balances
Last	Obtain last 5 transactions on primary account
Bal Check	Obtain account balance of checking account
Bal Save	Obtain account balance of savings account
Trans Amount	Transfer funds to primary account from reselected source account
Help	Obtain help on keywords
Stop	Deactivate text banking service

Prerequisites

In order to access the Service, you must use a mobile device with a certified mobile carrier and your device must be Internet-enabled and connected to the Internet through a mobile communications service provider. We do not guarantee functionality of the Service on all mobile devices, on all communication networks, in all geographic regions, or at all times. The Service is not certified to operate for users trying to access it while outside the United States. We are authorized to act upon instructions we receive with respect to the Service under your Username and Password and you are liable for all transactions made or authorized with the use of your Username and Password. We have no responsibility for establishing the identity of any person who uses your Username and Password. You agree that if you give your Username and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

In order to access the Service, your mobile device must be enabled to receive and transmit data and must include texting functionality and allow up to 160 characters (including spaces) in a single message and Internet access. Also, you must ensure that your cell phone carrier is not blocking short codes. You understand that you are responsible for ensuring the security of your mobile device, including locking the device when it is not in use, logging off the Service after completing your session, and promptly installing security software updates when available. You agree not to install software that you are unfamiliar with on your mobile device. You acknowledge that your mobile device may become subject to unauthorized tracking, "hacking," or other manipulation by spyware, viruses, or other malicious code, and you understand that your use of the mobile device and related software is at your own risk.

Implementation

Firefighters First Credit Union and/or its third party service provider will provide implementation services for the Service. Your access to the Service will be blocked in the event my Username and Password are entered incorrectly on 5 consecutive attempts. If this happens, please contact the Credit Union at (800) 231-1626 during regular business hours.

Changes to the Authorized Service

The Service may be modified from time to time for purposes including, but not limited to, ensuring compatibility with mobile devices that may be offered in the future, and protecting the security of the Service.

Representations and Warranties

When you use the Service to access your accounts, you make the following representations and warranties to the Credit Union:

- All information you provide us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- You are an authorized user of the mobile device you will use to access the Service.
- You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through the Service. You will not reverse engineer or reverse compile any Service technology, including, but not limited to, any software or other mobile phone applications associated with the Service.
- You will not give or make available your Username or Password, or other means to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using the Service. If you permit other persons to use your mobile device, the Username, and/or Password, or other means to access the Service, you are responsible for any transactions they authorize.

Agreement

By using the Service, you acknowledge that you have reviewed and agree to the terms and conditions of the Service under this Agreement and Disclosure. You also agree that the Credit Union is not responsible for messaging charges assessed by your mobile carrier for the use of Mobile Banking.

Mobile Banking Device Acknowledgement

You hereby activate your mobile device/phone for Firefighters First Credit Union's Mobile Banking ("Service"). Your use of the Service constitutes acceptance of this Mobile Banking Service Agreement and Disclosure. In order to remain eligible for the Service, you must adhere to the requirements of this Agreement and Disclosure.

Licensor's End User Terms

General

Access to your financial institution's services via your mobile device is powered by the mobile technology solution owned by Digital Insight (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.

Ownership

You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). By accessing the Software or using the services powered by the Software, you agree to be bound by these End User Terms, which constitute your agreement with Digital Insight.

License

Subject to the terms and conditions of this Agreement and Disclosure, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and Disclosure and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement and Disclosure are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

Restrictions

You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

Updates

The terms of this Agreement and Disclosure will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

Text Messages

Text messaging services are provided by the Credit Union and not by any other third party. You and the Credit Union are solely responsible for the content transmitted through text messages sent between you and the Credit Union. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.). You are responsible for any text message fees charged by your wireless carrier.

Consent to Use of Data

You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

Export Restrictions

You may not use or otherwise export or re-export the Software except as authorized by United

States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

U.S. Government Restricted Rights

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement and Disclosure.

Miscellaneous

This Agreement and Disclosure constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement and Disclosure will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement and Disclosure is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this

Agreement and Disclosure are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and Disclosure and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Additional Disclosures Applicable to Remote Deposit Capture Services

Use of the Services

You authorize the Credit Union to remotely deposit paper checks to your account(s) with us (the "Account") by electronically transmitting a digital image of the paper checks to us for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Remote Deposit Capture Service ("RDCS" or "service") Agreement and Disclosure. You agree to comply with the hardware and software requirements set forth by our RDCS provider, Digital Insight. Upon receipt of the digital image, the Credit Union will review the image for acceptability. You understand and agree that receipt of an image does not occur until after the Credit Union notifies you of receipt of the image via the Deposit History feature. 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 the Credit Union is responsible for any information you transmit to us. The Credit Union is not responsible for any image that we do not receive. You understand and agree that even if we do not initially reject an item you deposit through the RDCS, we may return the deposit because, among other reasons, the paying bank may deem the electronic image illegible. Following receipt of the image, the Credit Union may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account. You understand that any amount credited to your Account for items

deposited using the RDCS is a provisional credit and you agree to indemnify the Credit Union against any loss we suffer because of our acceptance of the remotely deposited check.

In addition, you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or RDCS, (ii) copy or reproduce all or any part of the technology or RDCS; or (iii) interfere, or attempt to interfere, with the technology or RDCS.

Compliance with Law

You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, including any clearinghouse rules or agreements, operating circulars, image exchange agreements, and any other documents to which we are a party of that govern the RDCS. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. You promise to indemnify and hold the Credit Union harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation of this section. This indemnity will survive termination of your Account and this RDCS Agreement and Disclosure.

Check Requirements

You agree only to capture images of "checks", as that term is defined in the Federal Reserve Board's Regulation CC – Availability of Funds and Collection of Checks, and that the image transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in California. Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing the original check, you will endorse the back of the original check. The image of the check transmitted to the Credit Union must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); (2) your endorsement; 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 for the check must meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit

The Credit Union is not liable for any service or late charges levied against you due to their 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. The Credit Union will send you an email notification of any item(s) that are rejected, no later than the next Business Day following rejection.

Items Returned Unpaid

A written or email notice will be sent to you for any transactions we are unable to process or any item that is returned by the paying bank (dishonored). With respect to any item that you transmit to us for remote deposit that we credit to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item and any associated fees from the Account.

Email Address

You acknowledge that you are required to maintain a current email address where we will send you notifications and communications under this Agreement and Disclosure. You agree to notify the Credit Union immediately if you change your email address so that all of your records at the Credit Union can be updated accordingly. Your primary email address on file will be the default email utilized for follow up emails from the Credit Union concerning this service.

Unavailability of RDCS

You understand and agree that the RDCS may, at times, be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the RDCS are unavailable, you acknowledge that you can deposit an original check at one of our branches, through an ATM, or by mailing the original check to the Credit Union at P.O. Box 60890, Los Angeles, CA 900600890. It is your sole responsibility to verify that items deposited using the RDCS have been received and accepted for deposit by the Credit Union.

Accountholder's Warranties

You make the following warranties and representations with respect to each image of an original check you transmit to the Credit Union utilizing the RDCS:

1. Each image of a check transmitted to the Credit Union is a true and accurate rendition of the front and back of the original check as of the time it is deposited through the RDCS, 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. You will not deposit or otherwise endorse to a third party the original item (the original check) or image or copy thereof after deposited using this Service and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (whether the original item, an electronic check, electronic returned check, substitute check, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid. Also see Storage of Original Checks below.
4. Other than the digital image of an original check that you remotely deposit through the RDCS, there are no other duplicate images of the original check.
5. You have instituted procedures to ensure that 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 are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information you provided in your Application remains true and correct and, in the event any such information changes, you will immediately notify the Credit Union of the change.
8. You have not knowingly failed to communicate any material information to the Credit Union.
9. You have possession of each original check deposited using the RDCS and no party will submit the original check for payment.

10. Files and images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on their network, data, or related systems.
11. Each check you submit for deposit is drawn in United States dollars on a financial institution located in the United States.
12. You will not use the RDCS and/or your accounts for any illegal activity or transactions.

Storage of Original Checks

You must securely store each original check for at least a period of 90 days, and will provide the original check to the Credit Union upon their request. Upon expiration of such 90-day period, you will destroy the original check. If you fail to provide the Credit Union a copy of the original check upon their request, you will be liable for any claims by third parties or the Credit Union concerning the requested check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify the Credit Union and hold the Credit Union harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the RDCS and/or breach of this RDCS Agreement and Disclosure. The Credit Union will provide you a prompt notice of any such claims and give you reasonable assistance (at your expense) for the defense of any such claims, provided that they may participate in such defense and settlement with counsel of their own choice. However, you will have no authority to settle any claim against the Credit Union without their prior written consent, which shall not be unreasonably withheld. You understand and agree that this paragraph shall survive the termination of this RDCS Agreement and Disclosure.

Periodic Statements

Any remote deposits made through the RDCS will be reflected on your monthly account statement. You understand and agree that you are required to notify the Credit Union of any suspected error relating to images transmitted using the RDCS by no later than 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.

Limitations on Frequency and Dollar Amount

You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are greater than \$75,000.00. If you attempt to make a deposit in excess of these limits, the Credit Union can reject such deposit. If the Credit Union permits you to make a deposit in excess of these limits, such deposit will still be subject to this RDCS Agreement and Disclosure, and the Credit Union will not be obligated to allow such a deposit at other times.

Unacceptable Deposits

You understand and agree that you are not permitted to deposit the following items using the RDCS:

1. Any item drawn on your account with any financial institution, including Firefighters First Credit Union.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.

4. Any item issued by a financial institution in a foreign country or is in foreign currency.
5. Any item that is incomplete and/or illegible.
6. Any item that is "stale-dated" or "post-dated." Stale-dated means issued more than 6 months ago and post-dated means issued with a future date (after the date of deposit).
7. Any check previously converted to a "substitute check" as defined in Regulation CC.
8. Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason.
9. Any item (including tax refund checks or other government checks) made payable to more than one party, unless deposited into an account with the names of all payees.

Restrictions on Electronically Created Items (ECIs)

You are not permitted to deposit "electronically created items" (ECIs) using the Remote Deposit Capture Service. An ECI is an item that is created electronically and not derived from a paper check, including items that purport to be a check or draft but were not originally issued in paper form. Only original paper checks, as defined by Regulation CC, may be deposited using this service.

If you attempt to deposit an ECI, the Credit Union reserves the right to reject the item, reverse any provisional credit, and take any additional action permitted by law or regulation. You agree to indemnify and hold the Credit Union harmless from any losses, costs, or expenses arising from your deposit or attempted deposit of an ECI.

For purposes of this Agreement, an "electronically created item" means an electronic image or electronic information that purports to be a check or draft, but was not originally issued in paper form.

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 RDCS Agreement and Disclosure 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.