



Business Services

BUSINESS DIGITAL BANKING SERVICES AGREEMENT

Effective April 2025

I. ABOUT THIS AGREEMENT

What this Agreement Covers. This Business Digital Banking Services Agreement ("**Agreement**") between you, including all persons or business entities who own or are authorized to access any of your accounts ("**you**" or "**your**"), and Golden 1 Credit Union ("**Golden 1**," "**we**," "**our**," "**us**," and the "**Credit Union**"), provides information about and states the terms and conditions that govern your use of and access to various business online banking and mobile banking services offered by Golden 1 (collectively, "**Business Digital Banking Services**" and each, a "**Service**"). These services permit you to perform certain banking functions on our website at golden1.com ("**golden1.com**" or "**Site**") or by other electronic means, including, but not limited to, email, mobile, or wireless access ("**Business Digital Banking**"). Business Digital Banking Services include, without limitation, services that allow you to access your account information, make payments, transfer funds, and conduct other banking transactions through the Site ("**Business Online Banking**"). Sign on to Business Online Banking for a complete list of available Business Digital Banking Services. This Agreement consists of General Terms for each Service and additional Terms that apply to the specific Service you are using from us. This Agreement applies to your use of the Business Digital Banking Services and the portion of the Site through which the Service is offered. Certain other capitalized terms used in this Agreement are defined in the "**Definitions**" section at the end of this Agreement.

THIS AGREEMENT APPLIES TO COMMERCIAL OR BUSINESS ACCOUNTS. IT IS NOT APPLICABLE TO ACCOUNTS MAINTAINED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USES.

Accepting this Agreement. Before Golden 1 provides Business Digital Banking Services to you, you must read and accept the terms of this Agreement. If you agree to all terms and conditions of this Agreement once you have completely reviewed them, you may indicate your consent by clicking on the "I Accept" button at the end of this Agreement. If you choose not to accept the terms and conditions of this Agreement, your requested access to Business Digital Banking Services will not be activated. This Agreement controls all general aspects of your use and access to Business Digital Banking Services, including, among other things, the use of your "**Electronic Signature**" (as defined below). The terms and conditions of this Agreement pertaining to a particular Service will become applicable at the time when you request access to such Service. By accepting this Agreement, you are agreeing to the terms and conditions for all Business Digital Banking Services whether or not you use them. You are also agreeing to any amendments to this Agreement, which we may implement from time to time. Please see the section titled Notifications, Amendments, and Changes in Terms and Conditions for additional detail. You further agree to follow all instructions provided in connection with Business Digital Banking Services as reflected on your computer monitor, handheld computing device, cellular phone, and other Internet-enabled devices (collectively, "mobile device") or email or other system access screens.

Electronic Signature. By selecting "I Accept" at the end of this document you are signing this Agreement electronically and you agree that doing so is the legal equivalent of you manually signing this Agreement and that you will be legally bound by its terms and conditions. You further agree that your Electronic Signature constitutes your signature, acceptance, and agreement as if you had physically signed a document. You also agree that no certification authority or other third-party verification is necessary to validate your Electronic Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your Electronic Signature or any resulting contract between you and us. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

Relation to Other Agreements. The terms and conditions of this Agreement are in addition to the terms and conditions of any and all other applicable business deposit account, commercial loan and credit agreements, including all disclosures made pursuant to such agreements that you have with Golden 1. This Agreement supplements and

does not replace the Business Deposit Account Disclosure and Membership Agreement applicable to your account(s) with Golden 1. To the extent that this Agreement and another agreement contain conflicting provisions, the provisions in this Agreement will control (with the exception of provisions in another agreement which specify the necessary hardware, software, and operating system, in which case such other provision controls) unless the other agreement expressly states otherwise, but only to the extent necessary to resolve the conflict or inconsistency. All other contractual obligations of the parties remain subject to the terms and conditions of any other applicable agreement.

Notifications, Amendments, and Changes in Terms and Conditions. We may amend this Agreement and any terms and conditions or applicable fees and charges for the Business Digital Banking Services at any time, as long as we give you advance notice to the extent required by law. When changes are made, we will update this Agreement on the Site. The revised version will be effective at the time it is posted unless an immediate change is necessary to maintain the security of the system, or a delayed effective date is expressly stated in the revision. If you find this Agreement unacceptable to you at any time, please discontinue your use of Business Digital Banking Services. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions.

Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades, or enhancements.

Agreement to Receive Electronic Communications. You have previously agreed, by opening an account with us and agreeing to the terms of the Business Deposit Account Disclosure and Membership Agreement, to receive in electronic format, by electronic mail, website posting or through logged-in website interaction, all Communications related to the Business Digital Banking Services, including online statements and notices. "Communications" means this Agreement, any amendments, disclosures, notices, privacy policies, and any information that we are required by law to provide to you in writing, any notice regarding hardware or software changes or access to the Site, and account statements and notices. Once you have enrolled in Business Digital Banking Services, periodic updates to this Agreement and other Communications related to your account(s) may be provided electronically or mailed, whichever the case may be. Please access and review this Agreement regularly.

To access and retain the Communications electronically, you must have a working connection to the Internet with email capability and software that permits you to receive and access Portable Document Format (PDF) files with Adobe® Reader® software, and a supported browser such as Google Chrome™ (recommended), Apple Safari®, or Mozilla Firefox®, Windows®, Microsoft Edge, or Mac®.

If we change the minimum hardware or software requirements, we will send you a description of the new hardware and software requirements to the email address you provide. If you are unable to receive electronic documents, you must notify us. You must keep your email address up to date, as provided in the Business Deposit Account Disclosure and Membership Agreement.

Paper Version of Communication. This Agreement is available for viewing online at any time on www.golden1.com and can be downloaded or printed using your computer and a printer. You may request an electronic copy of any legally required disclosures to print on your own and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in the "**Notices to Us**" subsection of these General Terms above. We reserve the right to terminate your use of the Business Digital Banking Services if you withdraw your consent to receive electronic communications.

General Representations and Warranties. As of the date you enter into this Agreement, including any Service Request, and for so long as you continue to receive Services pursuant to this Agreement, you represent and warrant the following to us: (i) you are a business duly authorized, validly existing and in good standing under the laws of the state in which you were organized, you have full authority and power to enter into this Agreement and perform your obligations hereunder, the person executing or accepting this Agreement on your behalf has full authority to do so and all necessary corporate or other actions, including any resolutions, required to authorize you to enter into this Agreement have been taken, and your performance of your obligations under this Agreement will not violate any Applicable Law or agreement to which you are a party or that otherwise binds you; (ii) your use of the Services is for valid commercial purposes only and none of the Accounts are a consumer purpose account as defined by the Electronic Funds Transfer Act and Regulation E; (iii) you will use the Services only for legitimate business purposes and will not use the Services or any information obtained from the Services for any unlawful purpose; (iv) your use

of the Services will at all times be in compliance with the requirements of all Applicable Law; (v) you will implement and maintain reasonable measures to ensure the integrity and security of your computer systems and any other devices used in connection with the Services; (vi) none of your employees have been identified by OFAC as an individual with whom U.S. persons are prohibited from engaging in transactions; (vii) the Services will be used only by you and your OLB (Online Banking) Users, and you will be responsible for ensuring that each individual you authorize to use the Services complies with the terms and conditions of this Agreement, and that you will be liable for the acts and omissions of any OLB User or any other individual authorized by you to use the Services; and (viii) neither you nor any OLB User will interfere with or disrupt computer networks connected with the Services, or interfere with or disrupt the use of the Services by any other user, or use the Services in such a manner as to gain unauthorized access to computer systems of others. You understand, acknowledge, and agree that the representations and warranties set forth herein are continuing in nature and are deemed remade in full each time you access or utilize any Service.

Business Services Fee Schedule. During the Term of the Agreement, you will pay us for the Services according to the current schedule of fees for each Service ("**Fee Schedule**"), which may be amended by us from time to time with notice to you as required by law. Unless otherwise expressly agreed to by us, you are responsible for the costs and expenses incurred to maintain technical requirements or to otherwise comply with the terms and conditions of this Agreement or use the Service(s). You will also be responsible for any attorneys' fees, costs and other expenses that we incur in collecting any amount due to us in connection with the Services. You agree to authorize us to deduct any fees directly from your Account balance, as accrued, without further notice to you. In addition, we may charge, and you agree to pay, any reasonable additional fees for any Service(s) you request which are not covered by this Agreement, the Golden 1 Business Fee Schedule and/or any Addendums to such Fee Schedule, or any other Agreement you may have with us.

II. BUSINESS DIGITAL BANKING

Eligibility. To be permitted use of Business Digital Banking Services, your business must be an eligible United States-based business, must have established membership with Golden 1 Credit Union, and have a business membership savings account in good standing with Golden 1. Accounts used primarily for personal, family, or household use are not eligible for the Business Digital Banking Services. Each authorized signer on the account will be eligible to create a unique user ID and password for Business Digital Banking Services. We reserve the right to refuse enrollment to anyone and to terminate your enrollment in any or all Business Digital Banking Services at our discretion.

Access. To access Business Digital Banking Services, you will need a personal computer or mobile device with Internet access and a supported Internet browser. You also need one or more Security Credentials, such as your User ID and password. You can access your Golden 1 accounts and process transactions through Business Digital Banking 24 hours a day, 7 days a week, except as otherwise provided herein.

System Unavailability. Access to Business Digital Banking Services may be unavailable at times due to system maintenance or circumstances beyond our control. During these times, you may call Business Member Support at 1-877-909-5656 for assistance. We will make all reasonable efforts to ensure the availability of Business Digital Banking Services; however, we are in no way liable for system unavailability or any consequential damage that may result.

Email Address, Notification and Updates. Your email address is required in order for you to obtain Business Digital Banking Services. We may notify you through email when a Communication or updated Agreement is available. To ensure that you continue to receive any such email notice pertaining to Communications or Business Digital Banking Services, you agree to keep us informed of any changes to your email address. You may modify your email notification address by contacting Business Member Support at 1-877-909-5656. If we cannot send you an email notification, you can still access Communications through Business Digital Banking. Regardless of whether we are able to deliver an email notification to you, you agree that Communications will be deemed transmitted and received as soon as we make the Communications available to you through Business Digital Banking. You further agree to promptly review Communications made available to you through Business Digital Banking. It is your responsibility to use Business Digital Banking regularly to check for updates to Communications and this Agreement.

Email Capabilities and Limitations. Business Online Banking includes email capabilities allowing you to send and receive secure electronic email messages to and from us. We will review all secure messages in the order in which they are received, and it may take us one business day or more to respond. We cannot process any request for a funds transfer received via email. Further, we may not act upon requests for stop payments, requests for replacement passwords, reports of lost or stolen passwords or unauthorized transactions, or on any other request in which we would

normally require written notification or your authorizing signature, without first confirming the authenticity of the email request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. We will not take action based on your email requests until we actually receive your message and have a reasonable opportunity to act. If your request requires immediate attention, contact Business Member Support directly at 1-877-909-5656.

Security Credentials. Your Security Credentials give access to your account(s) through Business Digital Banking. During your enrollment, you are required to select a unique User ID and a password for use with Business Digital Banking in accordance with our instructions. Your password is required for security purposes in connection with the authentication of Business Digital Banking Services, including, without limitation, loan applications and transfers or payments you initiate through Business Digital Banking. You may also be assigned other Security Credentials, such as temporary identification codes or other means of authenticating your identity. As a security measure, we may require you to complete additional verification steps before allowing you to access Business Digital Banking Services. For example, when you attempt to login from a computer or a mobile device we do not recognize, we may ask you to verify your identity by answering security questions. The security questions are selected and answered by you upon your initial login to Business Digital Banking. Alternatively, you may request a temporary identification code from us and enter it along with your password to confirm your identity and proceed with login. Upon several unsuccessful attempts to answer security questions, your access to Business Digital Banking will be restricted and you must contact us to reestablish your authorization to use Business Digital Banking.

For your protection, you should change your password frequently, and you should use a unique password for Business Digital Banking Services that you do not use for other online accounts or services. If you forget your password or your system access is disabled due to the use of an incorrect password, you must contact Business Member Support at 1-877-909-5656 to have a temporary password issued to you. We reserve the right to require a written request for a new/replacement password.

Your Security Credentials are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer or mobile device. You agree to take reasonable precautions to safeguard and maintain the confidentiality of your Security Credentials at all times. If you choose to disclose your Security Credentials to anyone, we may treat such disclosure as your authorization for that person or entity to transfer or withdraw funds from your account(s), and you assume all risks and losses associated with such disclosure. You also agree to be responsible, to the extent permitted by law, for any transactions and activities performed from your accounts by such person or entity, even those you did not intend them to make. Any authorization shall continue until you specifically revoke such authority, including by changing the password or notifying us and obtaining a replacement password. If you fail to maintain security of your Security Credentials and we suffer a loss, we reserve the right to terminate your access to Business Digital Banking as well as other Golden 1 deposit and loan services as stated in your Business Deposit Disclosures. If you believe that your Security Credentials have been lost or stolen or that someone may attempt to use them to access Business Digital Banking Services without your consent, you must inform us at once as provided in the "Electronic Fund Transfers" section below. See that section for more information regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

Administrator and Granting Access to Other Individuals. Upon enrollment in Golden 1 Business Digital Banking, you must designate an Administrator. This individual will be responsible for granting other individuals ("OLB Users") access to your Business Digital Banking Services. The Administrator will assign rights and levels or degrees of access and privileges ("entitlements") for such Online Banking ("OLB") Users. An "OLB User" means: (i) any authorized representative of the Member and (ii) any other director, officer, member, partner, employee, representative, affiliate, third-party vendor or any other individual acting on behalf of the Member with the actual, implied, or apparent authority of the Member for a particular Service in accordance with any relevant Addenda or other document(s) establishing the OLB Users' responsibilities, including, but not limited to, all OLB Users identified as such by the Member's authorized representative(s).

Entitlements may be granted individually or in combination. Other entitlement features may become available in the future. By granting entitlements to OLB Users, you agree to the following terms:

- You understand that you, and any other business owners, have sole authority and control over entitling, managing, and revoking access for OLB Users and all their respective authorities.
- You authorize Golden 1 and any third-party service providers to act on transaction instructions initiated under the credentials of an authenticated OLB User, just as if it was initiated under your credentials.
- When granting entitlements, you assume total liability for any and all activities of such OLB Users, including any possible fraudulent activity.
- You agree to hold Golden 1 Credit Union, and any third-party service provider, harmless from any liability

arising from your use of these entitlements, including any claim you make against an OLB User for their handling of your business accounts or breach of your agreement with said OLB User pursuant to entitlements.

- You agree to indemnify Golden 1, its officers, directors, employees, agents, successors, assigns, volunteers, and representatives against any and all claims arising due to:
 - Your entitlement of another individual with access to your Business Digital Banking site, accounts and/or other authorities with respect to your accounts; and/or
 - Acts or actions taken by the OLB User you entitled.
- You understand, notwithstanding any terms, Golden 1 and any third-party service providers are not responsible for any errors or unauthorized transactions on your accounts initiated by an OLB User, and Golden 1 expressly disclaims all liability, claims, and damages in connection with such activities.
- You understand that if you do not agree with these terms and other terms Golden 1 presents to you from time to time, you may not use the Business Digital Banking Service.
- You understand that Golden 1 reserves the right to change, amend, and cancel the terms of this agreement at any time, with or without notice.

Entitlements of OLB Users in Business Digital Banking may include the ability to:

- View account balances, account history, and transaction details.
- View and request statements and notices.
- Perform internal transfers (cross-account transfers) between sub-accounts belonging to the business.
- Originate ACH transactions and submit wire transfer requests. (Note: Both ACH and Wire Origination Services are available through Golden 1 Business Services by application and approval only. Contact Business Member Support at 1-877-909-5656 for additional information).
- Order checks.
- Initiate service requests via secure messaging or by contacting Business Member Support: 1-877-909-5656.

Authentication of Online Banking Users. For security purposes, if Golden 1 is unable to authenticate an OLB User requesting assistance, we will be unable to proceed with the request. In such cases, the OLB User will be directed to the account administrator within the digital banking profile to complete the request.

III. ELECTRONIC FUND TRANSFERS

Coverage. The following disclosures apply to all electronic fund transfers conducted to or from business accounts through Business Digital Banking Services, including, without limitation, electronic fund transfers conducted through the Bill Payment service.

Your Liability for Unauthorized Transfers. You are responsible for all transfers and payments you initiate and authorize using Business Digital Banking. You are also responsible for maintaining the confidentiality and security of your Security Credentials. If you permit other persons to use Business Digital Banking and your Security Credentials, you are responsible for any transactions they authorize from any of your accounts.

Contact in Event of Unauthorized Transfer. Notify us IMMEDIATELY if you believe that your Security Credentials have been lost or stolen, or that someone has used them or may use them to access your accounts without your permission. Calling Business Member Support at 1-877-909-5656 is the best way of keeping possible losses down. You may also write to us at Golden 1 Credit Union, P.O. Box 15207, Sacramento, CA 95851-0207.

Limits on Transfers and Transactions. You cannot initiate internal transfers using Business Digital Banking to or from business certificate accounts, any other type of restricted accounts, or personal accounts held at Golden 1. Overdraft protection (if any) is NOT automatically triggered to cover "insufficient funds" transactions initiated through Business Digital Banking Services. There may be other limits on the number and/or value of transactions you can initiate through Business Digital Banking, as stated below. In addition, we reserve the right to limit the frequency and dollar amount of any transactions at any time for security reasons.

Finance Charges on Loan Transfers. Each transfer made from your Mastercard® account, or any other revolving line of credit account you may have with us, is considered a cash advance. Finance charges begin to accrue from the effective date of each loan transfer in accordance with the terms of your credit agreement(s).

Future Dated Transfers. Future dated transfers are transactions scheduled to process on a specified future date. All future-dated transfers will be processed on the scheduled date of the transfer, subject to applicable cut-off times. If the scheduled date falls on a non-business day, the transfer will be processed on the next business day.

Frequency of Transfers. Transfers can be requested for one time only or scheduled to automatically recur weekly, monthly, quarterly or annually. Recurring transfers can be open-ended and continue indefinitely until they are cancelled, or they can be limited to a specific number of occurrences as established by you.

Processing Dates, Funds Availability and Cancellation Instructions for Transfers. For transfers that are to be processed on the date they are initiated, funds are immediately deducted from your account and cannot be canceled for any reason once the transfer request has been completed. Sufficient funds must be available in the account from which the transfer is being made at the time of transfer or else the transfer will be cancelled, and you may incur fees as set forth in the Fee Schedule.

Electronic Presentment and Payment of Checks. In some cases when you write a check to a merchant in payment of goods or services, the merchant may present that check electronically for payment instead of sending us the paper check. Generally, merchants who make use of electronic presentment of checks will inform you of their intention to do so at the time you give them your check. When we receive these items in electronic form, they will be debited against your account the same as if we had received the actual paper checks.

When a paper check has been returned unpaid to a merchant because there are not sufficient funds in your account to cover it, the merchant may re-present the check to us electronically. The check re-presented electronically can be processed as an ACH payment up to three (3) times until it clears (that includes the first presentment, which may or may not have been in check form). Re-presented check entries, which result from the original check being processed in paper form are covered by the UCC and Regulation CC.

If you wish to place a stop payment order on a check that you have given to a merchant who intends to present it to us electronically, we must receive your stop payment order in the manner required by law and in such time and manner that allows us a reasonable opportunity to act upon it before we receive the electronic debit entry.

Right to Stop Payments on Electronic Transfers. A stop payment order cannot be placed once an electronic fund transfer has been initiated by you and accepted by the system, or a bill payment transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. Please note that transfers cannot be corrected via Business Digital Banking when made as transfer/payments to closed-end loan accounts or credit cards. Contact us immediately if you require reversal of these transactions or need additional assistance. For further information on placing stop payments on bill payment transfers before payment is made, refer to the "Bill Payment" section below. You agree to indemnify and hold us harmless against any and all claims you or any third party may have arising from or in connection with your failure to timely request a stop payment in accordance with the terms and conditions of your agreements with us. Stop payment orders placed in advance of a specific entry or entries, ensure that the entry or entries do not post to your account. To implement a stop payment request on any pre-authorized entries, we must receive the stop payment request three business days in advance prior to the expected transfer date. For stop payments on single entries and subsequent entries, we will attempt to satisfy the request when given a reasonable opportunity to act on the stop payment order. You agree to indemnify and hold us harmless against all claims that you or any third party may have that arise from or in connection with your failure to timely request a stop payment. For stop payment orders on debit entries, the order will remain in place, at a minimum, until the earlier of you withdrawing the stop payment order; the return of the debit entry; or six months from the date of the stop payment order.

To place a stop payment, call Business Member Support at 1-877-909-5656 or write to us at Golden 1 Credit Union, P.O. Box 15207, Sacramento, CA 95851-0207. If you call, we may require you to send your request to us in writing within fourteen (14) calendar days. Unless you notify us otherwise, we will treat your stop payment order as a request to stop payment on one particular payment. If you want all future payments to a particular party stopped, you must specifically advise us of your intention. We will charge you for each stop payment order in accordance with our Fee Schedule.

Stop Payment on Preauthorized Payments. If you have told us in advance to make recurring payments out of your account, you can stop any of these payments. Call our Business Member Support team at 1-877-909-5656 or write to us at Golden 1 Credit Union, P.O. Box 15207, Sacramento, CA 95851-0207. We must receive your request at least three (3) Business Days before the payment is scheduled to be made. If you call, we may require you to send your request to us in within fourteen (14) calendar days. Unless you notify us otherwise, we will treat your stop payment order as a request to stop payment on one particular payment. If you want all future payments to a particular party stopped, you must specifically advise us of your intention. We will charge you for each stop payment order in accordance with our Fee Schedule. If you order us to stop one of these electronic payments three (3) Business Days or more before the transfer is scheduled to be made, and we do not do so, we will be liable for your losses or damages proximately

caused by us.

Our Liability. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages; however, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your Account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;
- If circumstances beyond our control (such as fire, flood, network or system down time, issues with other financial institutions, or interference from an outside force) prevent or delay the transfer, despite reasonable precautions taken by us;
- If the password, transaction or account information, or other information you have provided is incorrect, incomplete, ambiguous, or untimely;
- If the system was not working properly and you knew or had been advised about the malfunction before you executed the transfer;
- If you are in default on an account to which you are attempting a transfer; or
- If there is some other exception stated in our agreement with you.

In addition, we will also have no liability whatsoever for failure to complete a payment or transfer you initiate or attempt to initiate through Business Digital Banking under any of the following circumstances:

- If you did not properly follow software or Business Digital Banking instructions on how to make the transfer or payment;
- If you did not give us complete, correct and current instructions or information to process your transaction request, including, without limitation, the Eligible Transaction Account, External Account and Biller information;
- If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the Payee/vendor;
- If we made a timely payment but the Payee/vendor did not promptly credit your payment after receipt;
- If your personal computer, mobile device and/or software malfunctioned for any reason;
- If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet service provider service failure; or
- If we blocked the transfer to protect the integrity or security of the system.

Funds Availability and Accrual of Dividends. Funds from electronic fund transfer credits/deposits will be available on the same day of the transfer in accordance with our "Funds Availability Policy," which can be found within the Business Deposit Account Disclosure and Membership Agreement provided to you at the time you opened your account(s) with us. Dividends begin to accrue on the effective date of the transfer.

Confidentiality. 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 transfers you make: (a) where it is necessary for completing transfers; (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (c) in order to comply with regulatory requirements, government agency requests, or administrative or judicial orders; and/or; (d) as explained in our privacy notices.

Fees and Charges. We do not charge fees for making electronic fund transfers; however, other fees and charges associated with your account(s) will continue to apply. Refer to our Fee Schedule for details on fees and service charges. You are solely responsible for the payment of any Internet service provider, telephone and utility company charges incurred in connection with accessing Business Digital Banking Services.

Periodic Statements; Account Transaction History. Your completed Business Digital Banking transactions will appear on your electronic periodic account statements made available in Business Online Banking. A monthly account statement on the electronic funds transfer activity on your accounts will be made available unless there are no transfers in a particular month. In any case, electronic statements are generated at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by reviewing your transaction history using Business Digital Banking. You agree to review your transactions by this method instead of receiving statements or receipts by mail. You may access and download your transaction history through Business Digital Banking. You may need to download your transaction history periodically if you wish to have all of your account information on your personal computer.

Errors, Questions, and Complaints. In case of errors or questions about your electronic fund transfers or

transactions listed on your statement or receipt, you should contact us as soon as possible by calling Business Member Support at 1-877-909-5656, writing us at Golden 1 Credit Union, P.O. Box 15207, Sacramento, CA 95851-0207, or emailing us a secure message utilizing the Business Online Banking Message Center.

You must:

- Tell us your name;
- Describe the error or the transfer in question and explain as clearly as possible why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error and the date it occurred.

For security reasons, please do not include confidential information such as account numbers in your unsecure email communications to us.

IV. INTERNAL TRANSFERS

Description of Service. You may use Business Digital Banking to make one-time or recurring transfers among your Business sub-accounts held by us ("**Cross Account Transfer**") within your Business membership Account structure at Golden 1. We reserve the right at any time to restrict or prohibit Cross Account Transfer capabilities on specific types of Accounts. To transfer available funds from one Business sub-account to another, you must log on to Business Digital Banking and use the Transfers & Payments option in the services menu. At this time, internal transfers between Golden 1 business accounts and Golden 1 consumer accounts are not available.

V. BILL PAYMENT SERVICE TERMS AND CONDITIONS

Description of Services. The Bill Payment service ("**Bill Payment Service**") allows you to direct Golden 1 Credit Union to make payments from your designated checking account to the persons or entities ("**Payees**") to whom you would like to deliver payments, in accordance with this Agreement. The terms of this Agreement supplement your account agreement(s) and other disclosures governing your account(s) with us. Please review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions that may impact your use of your business account(s) with this Bill Payment Service. To the extent that this Agreement and another agreement contain conflicting provisions, the provisions in this Agreement will control, unless the other agreement expressly states otherwise, but only to the extent necessary to resolve the conflict or inconsistency. All other contractual obligations of the parties remain subject to the terms and conditions of any other applicable agreement. Terms not otherwise defined in the "**Definitions**" section shall have the same meaning as those terms present in the Business Digital Banking Services Agreement.

Enrollment in and Eligibility for the Bill Payment Service. Your enrollment in the Service may not be fulfilled if the Service or Golden 1 cannot verify your identity or other necessary information, including, but not limited to the fact that each of you is at least eighteen (18) years old.

Termination. Golden 1 or Service Provider has the right to terminate this agreement at any time. You may terminate this agreement by written notice to Golden 1 which can be sent via email or by mail to the email address and address, respectively, disclosed in this Agreement. You acknowledge that you must give us a reasonable amount of time to review and acknowledge your notice. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Golden 1 on your behalf.

Bill Payment Refusal. Golden 1 and/or Service Provider reserves the right to refuse to pay any Payee to whom you direct a payment. We will promptly notify you in the event of such refusal. This notification is not required if you attempt to make a prohibited payment (as discussed within this Business Digital Banking Services Agreement) or an Exception Payment under this Agreement.

Exception Payments. Exception Payments mean payments to brokerage accounts, payments to settle securities transactions (including without limitation stock, bonds, securities, futures, options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Service, however, Exception Payments are discouraged and must be scheduled at your own risk. In no event shall Golden 1, Service and/or Service Provider be liable for any claims or damages resulting from your scheduling or payment of Exception Payments. Golden 1, Service and/or Service Provider has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of Golden 1 and/or Service Provider.

Transaction Authorization and Payment Remittance. By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service Provider to follow your payment instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee 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 Payee, or payments remitted to you on behalf of another authorized user (including an OLB User) of the Service. The Service will use its best efforts to make all your payments properly. However, Golden 1 and/or Service Provider shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

Provided none of the foregoing exceptions are applicable, if Golden 1 and/or Service Provider causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your payment instructions, Golden 1 and/or Service Provider shall be responsible for returning the improperly transferred funds to your Payment Account, for directing to the proper Payee any previously misdirected transactions, and, if applicable, for late payment related charges. Notwithstanding the foregoing, Golden 1 and/or Service Provider is not responsible for a bill payment that is not made if you fail to follow instructions for providing a bill payment, and Golden 1 and/or Service Provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Golden 1 and/or Service Provider's agent.

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

Stop Payment Requests. Our ability to process a stop payment request for the Bill Payment Service will depend on the payment method and whether or not a check has cleared. We also may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any bill payment that has already been processed, you must contact us as set forth herein. Although we will attempt to accommodate your request, we will have no liability for failing to do so. We also may require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for stop payment orders as set out in our Fee Schedule.

Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Bill Payment Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Payment Service has begun processing a payment, it cannot be cancelled or edited, and a stop payment request must be submitted.

Returned Payments. In using the Service, you understand that Payees may return payments to Golden 1 for various reasons such as, but not limited to:

- Payee's forwarding address expired;

- Payee account number is not valid;
- Payee is unable to locate account; or
- Payee account is paid in full.

The Service Provider will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

Notwithstanding the forgoing, Golden 1 and/or Service Provider is not liable for any failure to make a bill payment if you fail to promptly notify Golden 1 after you learn that you have not received credit from a Payee for a bill payment.

Exclusions of Warranties. The service is provided “as is” and “as available” without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of fitness for a particular purpose or warranties of merchantability or non-infringement. without limiting the generality of the foregoing, we disclaim 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).

VI. Funds Availability

This policy applies to all accounts. Please remember that you are responsible for any loss that occurs if any item is returned to us for any reason, including if it is fraudulent, counterfeit, or otherwise invalid, regardless of whether the amount of the item has been made available for your use. All deposits are subject to verification.

Your Ability to Withdraw Funds. Our general policy is to make funds from your cash, check, and electronic direct deposits available to you on the same business day we receive your deposit, unless your deposit falls beyond the cutoff time. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a Mobile Deposit before the cutoff of 1:15PM PST, we will consider that day to be the day of your deposit. However, if you make a deposit after the cutoff of 1:15PM PST on a business day, we will deem the deposit to have been made on the next business day we are open.

Once the funds are available, you can withdraw them in cash and we will use them to pay transactions you have authorized, including checks you have written, subject to certain exceptions described in this policy.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will generally be available on the same day.

If we are not going to make all the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the end of the next Business Day following your deposit.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- A check must be submitted for collection.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts. The following special rules will apply to new accounts. Your account is considered a new account for the first 30 days after the first deposit is made unless you already have an established account with us. Funds from electronic direct deposits to your account will be available on the effective date of the deposit. Funds from deposits of cash, wire transfers, and the first \$275 of a day's total deposited checks will be available on the same day as the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to your business. The excess over \$275 will be available on the seventh business day after the day of your deposit.

Holds on Other Funds. If you have more than one account with us and we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately from the account that received the deposit, while holding a corresponding amount of funds that you have on deposit in your other account(s) with us. The funds in the other account would then not be available for withdrawal until the time described elsewhere in this Agreement for the type of check that you deposited.

Deposits at Automated Teller Machines (ATM). Funds from any deposits (cash or check) made at an ATM, whether or not we own or operate the ATM may not be available until the second business day after the day of your deposit, or longer, and are subject to our general Funds Availability program, as above-described.

VII. MOBILE BANKING

Description. Mobile Banking is offered as a convenience and is a supplemental service to Business Online Banking. It is not intended to replace access to Business Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, make payments, transfer funds and conduct other banking transactions from your mobile device and to access certain other Business Digital Banking Services. To utilize Mobile Banking, you must be enrolled in Business Digital Banking and download an application from Google Play™ (for Android™ devices) or the App Store® (for iPhone® or iPad®) on your mobile device. We may, in our sole discretion, limit the types and number of accounts eligible for Mobile Banking. We reserve the right to refuse to make any transaction you request through Mobile Banking.

We may modify Mobile Banking from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your mobile device. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device. Please be aware that because of the nature of the internet and wireless communications, privacy in your communications cannot be guaranteed, and you should consider this fact.

System Availability. Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking also may not be supported on all mobile devices. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of network" issues.

Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions set forth in this Agreement as well as those terms and conditions in effect with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations and restrictions. Your mobile service provider will not be liable for any undelivered or misdelivered messages. You agree that only your mobile service provider is responsible for its products and services, and you also agree to resolve any issues or problems you may have with your provider directly with the provider without involving us. You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

Equipment and Software. We do not guarantee that your mobile device or mobile phone service provider will be compatible with Mobile Banking. To use applications on your Android™, iPhone® or iPad® device, your device must have a data plan and/or be able to access the Internet. For app banking on Android devices, members must download and successfully install the Golden 1 Business Mobile App from Google Play™. For app banking on iPhone or iPad devices, members must download and successfully install the Golden 1 Mobile App from the App Store®. To use the mobile website, you must have a mobile device with an Internet browser, a data plan and/or the device must be able to access the Internet. Mobile devices with Internet capabilities may be susceptible to viruses, worms, Trojan horses or other similar harmful components (collectively, "viruses"). You are responsible for ensuring that your mobile device is protected from and free of viruses, which could result in damage to programs, files and/or your mobile device, or in information being intercepted by a third party. We will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. We also will not be responsible if any non-public personal information is accessed via Mobile Banking due to any viruses residing or being contracted by your mobile device at any time or from any source. We are not responsible for errors or delays or your inability to access Mobile Banking caused by your mobile device. We are not responsible for the cost of upgrading the mobile device to remain current with Mobile Banking. We are not responsible for any damage to the mobile device or the data within.

Exclusive Remedy for Mobile Banking. If you are dissatisfied with any aspect of mobile banking or the content available through mobile banking, or if you have experienced any problems with mobile banking, your sole and exclusive remedy is to discontinue using mobile banking.

VIII. MOBILE DEPOSIT

Description. We offer the Mobile Deposit Service for the conversion of Checks to Imaged Items, which enables members to electronically transmit images of paper checks to us for processing and provisional deposit into a Golden 1 business checking or savings account. All references within this section to an "**Account**" refer to the checking, savings, or money market account maintained at Golden 1 used for the Mobile Deposit Service. To enroll in the Mobile Deposit Service, you must be a member of Golden 1 and have an Account in good standing that is eligible for the Mobile Deposit Service. We will determine whether you are eligible for the Mobile Deposit Service in our sole discretion. You will capture digitized images of Checks using a Supported Mobile Device which will ensure that the captured checks are compatible with the Mobile Deposit Service. You shall transmit electronic images of your captured checks to us as provided in the Deposit Instructions.

Your Responsibilities.

- To be eligible for the Mobile Deposit Service, you are required to maintain one or more Accounts in good standing in accordance with the requirements of the Business Deposit Account Disclosure and Membership Agreement and all applicable Account agreements for the receipt of deposits. You will only submit Items for processing to us that meet the definition of "Item" below and will ensure the Items scanned meet the industry file format standard for image quality, or other standards established by us, regulatory agency, clearing house, association, or applicable law. The image of any Item must be legible.
- You will not process any Non-Qualifying Items. The processing of any Non-Qualifying Items by us shall not constitute a waiver by us or obligate us to process such Non-Qualifying Items in the future. We may discontinue processing of Non-Qualifying Items at any time, without cause or prior notice.
- You will only use the Mobile Deposit Service for your own purposes in accordance with the terms and conditions set forth in this section. The Mobile Deposit Service shall only be used on behalf of a business, corporation, proprietorship or other business and only for business purposes. It shall not be used on behalf of a consumer or for personal, family or household purposes.
- You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substitute Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of these Mobile Deposit Terms and Conditions.
- You will (i) ensure Items are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (ii) handle, process, maintain and destroy Original Checks as set forth herein and in the Deposit Instructions, and (iii) ensure no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form. You agree to use the Mobile Deposit Service, including the entering, processing and transmittal of Imaged Items, in accordance with the Deposit Instructions.
- You will not deposit third-party checks through the Mobile Deposit Service or any other deposit channel. A third-party check is any check that is made payable to someone other than the Account holder. If you attempt to deposit a third-party check through the Mobile Deposit Service, the deposit may be rejected, and you may be liable for any associated fees or losses.
- You will not deposit Electronically Created Items. The processing of Electronically Created Items by us shall not constitute a waiver by us or obligate us to process these items in the future. We may discontinue processing these items, if accepted, at any time without cause or prior notice.
- You will provide, at your own expense, a Supported Mobile Device with a data plan permitting an Internet connection and web access issued through a wireless carrier and install the corresponding Mobile Application for the Supported Mobile Device. You will provide or obtain from another party selected by you at your expense, support and maintenance of the Internet connection and web access and all other requirements required to use the Mobile Deposit Service, including, without limitation, troubleshooting Internet or wireless connectivity issues with your mobile carrier, and we will not be responsible, therefore.

- You understand and acknowledge that transmitting an Item does not mean we received the Item. You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate Accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with us. We are not responsible for Items we do not receive or for images dropped during transmission.
- You shall exercise due care in preserving the confidentiality of any Security Credential, or other code or authentication method provided by us or otherwise required for use of the Mobile Deposit Service and shall further prevent the use of the Mobile Deposit Service by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Mobile Deposit Service or disclosure of any Confidential Information or instructions by you and your agents.
- You will retain each Original Check in accordance with the Deposit Instructions. If not directed otherwise by us, you will store Original Checks in a safe and secure environment for a minimum of five (5) Business Days, but no longer than ninety (90) days after such Item has been digitized and processed. You shall take appropriate security measures to ensure: (a) only you have access to Original Checks, and (b) the information contained on such Original Checks or on any corresponding Imaged Items is not disclosed to third parties. You will promptly (but in any event within five (5) Business Days) provide any retained Original Check to us as requested to aid in the clearing and collection process. You will use a secure and irretrievable method, which is consistent with our requirements, to destroy Original Checks after the applicable retention period has expired.
- You understand and agree an Item not paid by a Payor Financial Institution, or otherwise returned for any reason, will be returned to you and your Account will be charged for the amount of the Item plus any associated fee as disclosed in our Fee Schedule. Our right to charge your Account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense the Item has been improperly returned to us.
- You represent, agree and warrant to us (except as otherwise specifically disclosed in writing to us) that you are not now engaged, and will not, during the term of these Mobile Deposit Terms and Conditions, engage in any business resulting in you being or becoming a "money service business" as defined in the federal Bank Secrecy Act and its implementing regulations. You will not engage in any illegal, fraudulent or gambling activity directly or indirectly related to the use of the Mobile Deposit Service.
- You will install all software related to the Mobile Deposit Service in accordance with any instructions from us, and will install and implement any changes and upgrades to the software related to the Mobile Deposit Service as we may require from time to time.
- You agree to maintain reasonable network and device security. You further agree to maintain network security that conforms to generally recognized information security industry standards and best practices. You understand that your failure to maintain reasonable network and device security may allow an unauthorized party to access the Mobile Deposit Service and transmit an Item for deposit. All uses of the Mobile Deposit Service through your security credentials will be deemed to be uses authorized by you and be binding upon you. You assume the entire risk for the fraudulent or unauthorized use of your security credentials. You agree to notify us immediately if you become aware of any loss or theft of, or any unauthorized use of the Mobile Deposit Service.
- We reserve the right to impose limitations on the amount(s) and number of deposits that you may transmit using the Mobile Deposit Service and to modify such limitations from time to time. You will not electronically present items exceeding the limitations established by us for the Mobile Deposit Service, in our sole discretion. You acknowledge that we may reject any items exceeding our limitations. If we accept an Item exceeding these limitations, that acceptance shall not constitute a waiver by us or obligate us to accept items exceeding the limitations in the future.

Mobile Deposit Service. Subject to the below, your Account will be credited upon our verification of Imaged Items for deposit which are received by us from you through the Mobile Deposit Service. You will create images of Checks through the use of a Supported Mobile Device. You will enter all amounts and any other required information correctly. The Imaged Items will be transmitted by you to us through the Mobile Application for the Mobile Deposit Service. You will maintain the appropriate Account with us for you to receive credit and provide other specific information required by us related to the Mobile Deposit Service. As set forth below, all deposits received by us are accepted subject to verification and final inspection and may be rejected by us in our sole discretion. All deposits are subject to these

Mobile Deposit Terms and Conditions.

Compliance with Law. You shall comply with all federal and state laws, rules, and regulations applicable to you and to the Mobile Deposit Service, including, but not limited to Regulation CC, the UCC, the Bank Secrecy Act, the USA PATRIOT Act, and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to these Mobile Deposit Terms and Conditions.

Our Rights and Responsibilities.

- For all Imaged Items processed by you pursuant to these Mobile Deposit Terms and Conditions, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the Deposit Instructions and as otherwise established by us from time to time.
- Unless otherwise agreed, we will process any returned Items in accordance with applicable laws and these Mobile Deposit Terms and Conditions.
- We may, in our sole discretion, with or without cause, at any time and from time to time, refuse to process any Imaged Items. We may from time to time establish exposure limitations and assign them to you.
- In addition to any other rights we may have regarding your Accounts, we may hold and use funds in any Account following termination of these Mobile Deposit Terms and Conditions for such time as we reasonably determine necessary to cover any loss, liability, cost, exposure or other action for which it may be responsible.
- We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In the event of any of the foregoing failures or delays, you acknowledge you may instead deposit directly with us any Original Items for processing and presentment provided such Original Items have not been previously imaged and processed in connection with the Mobile Deposit Service. In addition, we shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in us having exceeded any limitation upon our intraday net funds position established pursuant to the Federal Reserve guidelines or if we are otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- To secure all your obligations to us arising from these Mobile Deposit Terms and Conditions, you agree to grant to us a security interest in all your Accounts at Golden 1, all funds in those Accounts, all Items, whether now or hereafter established by or for your benefit at Golden 1, and all proceeds of the foregoing. Our security interest will survive after termination of these Mobile Deposit Terms and Conditions. This security interest is supplemental to and not in lieu of the security interest granted by you to us under applicable law or any other agreement, including but not limited to the Disclosure of Account Information.
- We may add, delete or change the features or functions of the Mobile Deposit Service at any time in its sole discretion. If we deem it reasonably practicable to do so and if the change adversely affects your usage of the Mobile Deposit Service, we will notify you of the change in advance. Otherwise, we will notify you of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. We may cause the Mobile Deposit Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge factors beyond our reasonable control, such as telecommunications failure or equipment failure, may also cause the Mobile Deposit Service to be unavailable. You may deposit Original Checks and other items to any Account at Golden 1 in person or in any other manner permitted by agreement between you and us, and you will be responsible for maintaining procedures to enable you to do so if the Mobile Deposit Service is unavailable.
- We will provisionally accept for deposit to the designated Account Items that are transmitted to us in compliance with this Agreement. Items must be received in a form that is complete, usable, and adhere to the specifications of this Agreement. If the Items are not complete, distorted, altered or corrupted, or do not adhere to specifications, we may refuse to process them.

Processing Times and Funds Availability.

- The Mobile Deposit Service is available for use 24 hours a day, seven days a week, except during maintenance periods, or such other hours as established by us from time to time. Items will be reviewed and posted within one Business Day from when they are received. Items will not be considered "received" until after review and approval by Golden 1 as set forth below.
- Imaged Items processed for deposit through the Mobile Deposit Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where Golden 1 or its designated agent posts the credit to the Account. A deposit of an Imaged Item will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified the image quality of the Imaged Items is acceptable to us in our discretion, all Item information is complete and the amount is accurate to the Item information; and (ii) we have successfully performed all further validation routines with respect to the deposit. Items will not be deemed deposited until after they are posted to your Account and visible through the online and mobile Account history. You agree that the transmitting of a check image to us using the Mobile Deposit Service does not constitute receipt by us. Notwithstanding the foregoing, Imaged Items received by us for deposit may be rejected by us in our sole discretion.
- Funds deposited may not be available for immediate withdrawal. Availability of credit from Items processed under these Mobile Deposit Terms and Conditions will be subject to our funds availability schedule set forth in the Business Deposit Account Disclosure and Membership Agreement provided to you, which may be amended by us as provided therein.
- Items will be processed and ready for presentment by us after we receive all good, digitized images and associated data for any given transmission from you. We will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.
- If, as stated above, an Imaged Item is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution.

Mobile Deposit Limits.

The total dollar amount of deposits made through the Mobile Deposit Service is subject to the following limits:

- \$25,000 per company per day
- \$50,000 per company per month

These limits apply to the aggregate amount of all items deposited through the Mobile Deposit Service during the applicable time period. Golden 1 Credit Union reserves the right, at its sole discretion, to modify, suspend, or revoke these limits at any time, with or without prior notice, and to impose additional conditions or limitations on the Mobile Deposit Service.

Your Representations and Warranties. You make the following representations and warranties with respect to each Item, including Non-Qualifying Items, processed by you pursuant to these Mobile Deposit Terms and Conditions:

- The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time you converted the Original Check to an Imaged Item.
- All encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including, without limitation, those under the UCC, Regulation CC and the rules of any image exchange network.
- There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise, and you will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to indemnify and defend us against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check.
- You are in possession of the original Item.

- The Item contains all necessary endorsements and all endorsements are authentic and for good title to the Item.
- You have not and will not deposit original Item, unless we notify you that the original Item constitutes a Non-Qualifying Item or as otherwise provided herein.
- You are entitled to enforce the Item.
- The signatures on the Item are authentic.
- The Item has not been altered or modified.
- The Item is free of any virus or other defect that might affect a computer system into which it is received and opened.
- You will use the Mobile Deposit Service only for Items that are payable to the business and properly endorsed by an authorized signer on the business deposit account receiving the deposit.
- In using the Mobile Deposit Service, you will comply with these Mobile Deposit Terms and Conditions and all applicable rules, laws, and regulations.

Fees. We may charge a fee for the use of the Mobile Deposit Service. The applicable fees for the Mobile Deposit Service may be changed by us at our discretion at any time upon prior notice to you to the extent required by applicable law. You agree to pay all fees as set forth in the Fee Schedule.

Right to Audit. We may periodically audit and verify your compliance with these Mobile Deposit Terms and Conditions. You agree to cooperate and provide information or documents, at your expense, to us in the course of such audit.

IX. GENERAL TERMS AND CONDITIONS

Service Providers. We are offering Business Digital Banking Services through one or more Service Providers that we have engaged to render some or all of Business Digital Banking Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Business Digital Banking Services to you, we are the sole party liable to you for any payments or transfers conducted using the Business Digital Banking Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Business Digital Banking Services. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "**Definitions**" Section at the end of the General Terms.

Our Relationship With You. We are an independent contractor for all purposes, except that we function as your agent with respect to the custody of your funds for Business Digital Banking Services. We do not have control of, or liability for, any products or services that are paid for with Business Digital Banking Services. We also do not guarantee the identity of any user of Business Digital Banking Services (including, but not limited to, recipients to whom you send payments).

Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Notices to Us Regarding Business Digital Banking Services. Except as otherwise stated herein, notice to us concerning the Site or Business Digital Banking Services must be sent by postal mail to Golden 1 Credit Union, P.O. Box 15207, Sacramento, CA 95851-0207. We may also be reached at 1-877-909-5656 for questions and other purposes concerning Business Digital Banking Services. We will act on your telephone calls as described below in the "**Errors, Questions, and Complaints**" subsection of these General Terms, but otherwise, such telephone calls will not constitute legal notices under this Agreement.

Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within Business Digital Banking Services, emailing it to an email address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including, but not limited to, the mobile phone number that you have listed in your Business Digital Banking setup or member profile. For example, users of Business Digital Banking Services may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted. You may request an electronic copy of any legally required disclosures to print on your own and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in the "Notices to Us" subsection of these General Terms above. We reserve the right to terminate your use of the Business Digital Banking Services if you withdraw your consent to receive electronic communications.

Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number, and/or email address), you consent to receiving calls from us and our Service Providers at that number, and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, and text messages made from us or our affiliates and agents. Message and data rates may apply. If you provide us with an email address, you give us your permission to send you email messages using an automatic emailing system for our everyday business purposes. Please review our Privacy Policy available on our Site for more information.

Your Privacy. Protecting your privacy is very important to us. Please review our privacy notices in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. You can find these notices and information about our privacy practices at golden1.com/terms-and-conditions/privacy-and-security.

Privacy of Others. If you receive information about another person through Business Digital Banking Services, you agree to keep the information confidential and only use it in connection with Business Digital Banking Services.

Prohibited Payments. The following types of payments are prohibited through Business Digital Banking Services, and we have the right, but not the obligation, to monitor for, block, cancel, and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
- Payments that violate any law, statute, ordinance or regulation;
- Payments that violate the "Acceptable Use" terms set forth below;
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction;
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
- Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money

service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and

- In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of Business Digital Banking Services, regardless of the purpose of the use, and for all communications you send through Business Digital Banking Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using Business Digital Banking Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our Internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in the "Notices to Us" subsection above of any violations of the General Terms or this Agreement generally.

Payment Methods and Amounts. There are limits on the amount of money you can send or receive through Business Digital Banking Services. Your limits may be adjusted from time-to-time at our sole discretion. For certain services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Business Digital Banking Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account. For Bill Payment Services, we reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Payment; Security Interest. You grant us a security interest in all Accounts or other deposits you have with us, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. For any amounts due to us under this Agreement (including in connection with any Service), we may debit your Account(s) or bill you, in our sole discretion. You agree to maintain sufficient funds in your Account(s) to pay all fees and charges due to us. Notwithstanding the foregoing, we have a right of set-off against any of your accounts maintained by us for all amounts due under this Agreement. The security interest granted by this Agreement is consensual and is in addition to our right of set-off. To secure your payment and performance obligations under this Agreement, you grant us a security interest in and pledge and assign us all of your rights, title, and interest in the following described property, whether now owned or hereafter, existing or acquired and wherever located: (a) all of your money, instruments, savings, checking, and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in our custody or control; (b) any of your other collateral described in any security instrument securing the obligations under this Agreement or any of your other obligations to us; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above. The security interest given under this section will survive the termination of this Agreement, including under any Schedule.

Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Failed or Returned Payment Instructions. In using the Bill Payment Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances our Service Providers may attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction by either advancing funds or completing an electronic debit. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- You may be assessed a late fee plus costs of collection by our Service Providers or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account to cover the payment, or if the funds cannot otherwise be collected from you. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; and
- We are authorized to report the facts concerning the return to any credit reporting agency.

Address or Banking Changes. It is your sole responsibility, and you agree to ensure that the contact information in your Business Digital Banking user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. It is your responsibility to notify us promptly if your contact information changes. Depending on the Service, changes may be made either within the user interface of the Service or by contacting Business Member Support as set forth herein. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

Continuation of the Services. From time to time, we may request additional information from you in order to evaluate our continued provision of the Services to you. You agree to provide any requested information to us immediately upon request and in such form that we may require, including, without limitation, financial statements for the three most recent fiscal years. In addition, you authorize us to investigate or reinvestigate at any time any information that you have provided in connection with this Agreement and the Services, and in accordance with such authorization, you expressly grant us the right to request reports from credit reporting agencies. If you refuse to provide us with any requested information to accomplish the purposes of this section or as we deem necessary to perform the Services under this Agreement, we may suspend or terminate the applicable Service(s) or this Agreement in accordance with the termination provisions of this Agreement.

Information Authorization. Your enrollment in the applicable Business Digital Banking Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit reporting bureau. In addition, and in accordance with our privacy policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access Business Digital Banking Services, to authenticate you when you log in, to send you information about Business Digital Banking Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve Business Digital Banking Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. You agree that we may share certain personal information and device-identifying technical data about you and your mobile devices with our Service Providers who will compare and add device data and fraud

data from and about you and your mobile devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to the applicable Service or website by mobile devices associated with fraudulent or abusive activity. Such information may be used by us and our Service Providers to provide similar fraud management and prevention services for services or websites not provided by us. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

The following provisions in this Section apply to certain Business Digital Banking Services:

- **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

Service Termination, Cancellation, or Suspension. You may terminate your enrollment in the Business Digital Banking Services at any time by providing oral or written notice to us and immediately discontinuing use of Business Digital Banking Services. If you wish to reactivate your access to Business Digital Banking, you must contact Business Member Support at 1-877-909-5656. We reserve the right to require a written request before reactivating your Business Digital Banking access.

You agree that we may terminate or suspend your use of any or all Business Digital Banking Services at any time and for any reason or no reason. Neither termination, nor cancellation or suspension shall affect your liability or obligations under this Agreement. Any payment(s) that have begun processing before the requested cancellation date will be processed by us.

Intellectual Property. Except for your data used in connection with the Services, we own (or our service providers own) and reserve all Intellectual Property Rights in the content of the Services, including, but not limited to, Documentation; the Security Procedures; any Software provided to you in connection with the Services; and any other documents or materials provided through or relating to any Service or our business ('Content'). All marks and logos related to Business Digital Banking Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, distribute, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or display them in any manner that implies our sponsorship or endorsement. You acknowledge the proprietary and confidential nature of the Content and agree to: (i) keep the Content confidential, unless you are required to disclose any Content by law; (ii) limit access to only those employees or agents of yours who require access in order to perform their duties; and (iii) use Content only in connection with the permitted uses applicable to each Service and pursuant to the terms of this Agreement. All rights, title, and interest in and to Business Digital Banking Services, the portion of the Site through which Business Digital Banking Services are offered, the technology related to the Site and Business Digital Banking Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Business Digital Banking Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed. You

warrant that all so-called "moral rights" in those materials have been waived, and that you have the right to make these warranties and transfers of rights. You agree not to reverse engineer or reverse compile any aspect of any Service.

Further, you acknowledge that this Agreement does not grant you any right to distribute, rent, loan, lease, sell, or otherwise transfer all or any part of the Services or any rights granted hereunder.

Links and Frames. Links to other third-party websites may be provided on the portion of the Site through which the Business Digital Banking Services are offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Business Digital Banking Services' web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site. If you believe that we have provided a hyperlink to a site that contains infringing or illegal content or which makes available cracker tools or other circumvention devices, we ask you to notify us so that we may, in our sole discretion, evaluate whether to disable it.

Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or Business Digital Banking Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of Business Digital Banking Services for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. In the event of a dispute regarding Business Digital Banking Services, you and we agree to resolve the dispute by looking to this Agreement and to the Business Deposit Account Disclosure and Membership Agreement applicable to your account(s). YOUR BUSINESS DEPOSIT ACCOUNT DISCLOSURE AND MEMBERSHIP AGREEMENT CONTAINS A DISPUTE RESOLUTION AND ARBITRATION PROVISION THAT LIMITS THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AS WELL AS DISCOVERY AND RIGHTS TO APPEAL.

Indemnification. You agree to defend, indemnify and hold harmless us, our Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and such assumption will not relieve you of your indemnity obligations.

Release. You release us and our Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code § 1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

No Waiver. We shall not be deemed to have waived any of the rights or remedies hereunder unless such waiver is in writing and is signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Exclusion of Warranties. the site and business digital banking services 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 title, merchantability, fitness for a particular purpose, and non-infringement. In particular, we do not guarantee

continuous, uninterrupted or secure access to any part of business digital banking services, and operation of our site may be interfered with by numerous factors outside of our control. some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you. this section gives you specific legal rights and you may also have other legal rights that vary from state to state.

Limitation of Liability. You acknowledge and agree that from time to time, Business Digital Banking Services may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond our reasonable control, including, but not limited to, any interruption, disruption or failure in the provision of business digital banking services, whether caused by strikes, power failures, equipment malfunctions, internet disruption or other reasons. in no event shall we or our service providers or the employees or contractors of any of these, be liable for any claim arising from or related to business digital banking services caused by or arising out of any such delay, interruption, disruption or similar failure. in no event shall we or our service providers or the employees or contractors of any of these, be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, including loss of goodwill or lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of business digital banking services or the portion of the site through which business digital banking services are offered, even if such damages were reasonably foreseeable and notice was given regarding them. in no event shall we or our service providers or the employees or contractors of any of these be liable for any claim arising from or related to business digital banking services or the portion of the site through which business digital banking services are offered that you do not state in writing in a complaint filed in a court or arbitration proceeding within two (2) years of the date that the event giving rise to the claim occurred. these limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. our aggregate liability, and the aggregate liability of our service providers and the employees and contractors of each of these, to you and any third party for any and all claims or obligations relating to this agreement shall be limited to direct out-of-pocket damages up to a maximum of \$500 (five hundred dollars). some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

Enforcement. You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or Business Digital Banking Services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce this 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 attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable.

Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement, including all other documents referenced herein and all referenced and applicable provisions of our account agreement to which your account is subject, is the complete and exclusive statement of the agreement between us and you, sets forth the entire understanding between us and you with respect to Business Digital Banking Services and the portion of the Site through which Business Digital Banking Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us and you. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision, and the remaining provisions of this Agreement shall be enforced.

The captions of sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. If there is a conflict between the terms of this Agreement and something stated by our employee, contractor, or service provider (including, but not limited to, Business Member Support personnel).

X. DEFINITIONS

The following definitions are used in this Agreement:

"Affiliates" are companies related by common ownership or control.

"Biller" means the person or entity to whom you wish a bill payment to be directed, or the person or entity from whom you receive electronic bills, as applicable.

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

"Business Day" means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"Check" means an Original Check and a Substitute Check, as defined in Regulation CC.

"Confidential Information" with respect to either party as recipient means any information obtained by, or disclosed or made available to such party (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient's possession before the time of disclosure, (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party's other Confidential Information.

"Electronic Signature" means any means of electronic acceptance authorizing Golden 1, including your use of a key pad, mouse or other device to select an item, button, icon, or similar act/action, or otherwise providing Golden 1 instructions via Business Digital Banking, or accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions.

"Eligible Transaction Account" is an Account you hold with us from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a Business Checking Account, Business Money Market Account, or a Business Savings Account, including any required routing information.

"Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or endorsed to you, and includes Original Checks, Substitute Checks and Image Exchange Items.

"Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

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

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

"Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.

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

"Scheduled Payment Date" is the Business Day you want your Payee in the Bill Payment Service to receive your bill payment.

"Security Credentials" refers to your User ID, password, temporary identification code (a one-time code we send you in order to authenticate you in connection with an enrollment or transaction), answers to security questions selected by you and/or any other login credentials used to ensure that access to your accounts through Business Digital Banking is authorized, protected and secure.

"Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of Business Digital Banking Services to you on our behalf.

"United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the USPS, or a state or local government.

