

DIGITAL SERVICES AGREEMENT - Effective August 4, 2026

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To help you navigate this Digital Banking Services Agreement ("Agreement"), we've included a few notes ("Summaries") at the beginning of each main section letting you know what sort of terms that section contains, which we've highlighted and separated in a box. These Summaries are **not** part of the Agreement itself and do not have any legal effect; they are only included for your convenience.

THIS DISCLOSURE INCLUDES IMPORTANT INFORMATION REGARDING YOUR CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND ENGAGE IN TRANSACTIONS WITH US ELECTRONICALLY THROUGH MOBILE OR ONLINE BANKING. WE RECOMMEND THAT YOU CAREFULLY READ THIS DISCLOSURE.

I. ABOUT THIS AGREEMENT

This section provides an overview of the Agreement. It explains the scope (Golden 1's online and mobile banking services, defined as "Digital Banking Services"), how the Agreement can be accepted and amended and its relation to other agreements you may have with us, and the use of electronic communication and signatures related to the Digital Banking Services.

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This section outlines the permitted ways to move funds between your Golden 1 accounts and accounts at other financial institutions, including the types and frequency of transfers you can initiate; authorizations and responsibilities related to those transfers; your ability to cancel transfers before the processing begins and potential related fees; and how we will attempt to correct or return failed transfers.

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This section outlines how you can receive and pay bills through the Digital Banking Services; your responsibilities and restrictions on use of the service; potential fees related to use of the service; and your ability to cancel or edit scheduled payments.

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4. Payment Authorization and Payment Remittance
5. Payment Cancellation Requests
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This section outlines the Zelle® Payment Service, which can be used as a convenient way to transfer money between you and other enrolled users you know and trust. It describes eligibility requirements; the terms and conditions you agree to by using the service; how to send, receive and request payments; ways to stop and cancel payments; processing times; potential fees; Zelle's disclaimers and liability limitations; and your liability for unauthorized transfers.

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21. Acceptable Use
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28. Service Termination, Cancellation, or Suspension
29. Errors, Questions, and Complaints
30. Intellectual Property
31. Password and Security
32. Remedies
33. Arbitration; Class Action Waiver
34. Law and Forum for Disputes
35. Wireless Operator Data
36. Content Standards; Zelle® Tags
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38. Release
39. No Waiver
40. Disclaimer of Warranties
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IX. MOBILE DEPOSIT

This section outlines the Mobile Deposit Service, including eligibility and device requirements; frequency; frequency limitations and other restrictions; the representations you make by using the service; and how and when the funds from mobile deposits will be available to you.

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3. Mobile Deposit Service
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X. CARD MANAGEMENT

This section explains the mobile banking card management and alerts feature, which allows you to control card activities such as activation, spend limits, notification of declined purchases, and more

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2. Third-Party Services

3. Notifications and Alerts
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XI. ALERTS SERVICES

This section outlines the Alerts and Text Banking features available within the Digital Banking Services. It describes the types of alerts and information you can request and receive through these services, how you can enroll and unenroll, and potential fees associated with your use of the services.

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This section outlines how the cashback+ loyalty (hereinafter “g1 rewards”) program (“the program”) works and supplements the cashback+ terms Important Information About This Program and Agreement.

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This section outlines how the SavvyMoney credit score service works, including how to opt out of this service.

1. Description

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XIV. GENERAL TERMS

The "general terms" section contains a comprehensive outline of the essential rules, rights, and responsibilities that govern your use of our digital banking services. information provided includes how you will receive and provide notices related to the services; restrictions on your use of the services, including prohibited payments; how we may collect, use, and share your personal information to deliver the services to you; your agreement to arbitrate any dispute related to digital banking services; and other important disclosures about our respective rights and obligations. It is important that you review and understand the digital banking services agreement prior to enrollment.

1. Service Providers
2. Our Relationship With You
3. Assignment
4. Notices to Us Regarding Digital Banking Services
5. Notices to You
6. Text Messages, Calls, and/or Emails to You
7. Your Privacy
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9. Prohibited Payments
10. Acceptable Use
11. Payment Methods and Amounts
12. Taxes
13. Failed or Returned Payment Instructions
14. Address or Banking Changes
15. Information Authorization
16. Service Termination, Cancellation, or Suspension
17. Intellectual Property
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- 21. Indemnification
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XIII. DEFINITIONS

This section provides a detailed explanation of key terms and terminology used throughout the agreement.

I. ABOUT THIS AGREEMENT

1. **What this Agreement Covers.** This Agreement between you, including all persons who own or are authorized to access any of your accounts ("you" or "your"), and The Golden 1 Credit Union ("Golden 1," "we," "our," or "us") states the terms and conditions that govern your use of various online banking and mobile banking services offered by Golden 1 (collectively, "Digital Banking Services" and each, a "Service"), which 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, by email, mobile, or wireless access ("Digital Banking"). 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 ("Online Banking"), or from your mobile device using the Golden 1 App ("Mobile Banking"). Certain other capitalized terms used in this Agreement are defined in the "Definitions" section at the end of this Agreement. This Agreement consists of General Terms for each Service (referred to as "General Terms"), and additional Terms that apply to the specific Service you are using from us. This Agreement applies to your use of the Digital Banking Services and the portion of the Site or App through which the Service is offered.
2. **Accepting this Agreement.** Before Golden 1 provides Digital Banking Services to you, you must read and accept the terms of this Agreement. If you agree to all of the 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 access to Digital Banking Services will not be activated. By accepting this Agreement, you are agreeing to the terms and conditions for all Digital Banking Services whether or not you use them. This Agreement controls all general aspects of your use and access to 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.

When you use or access Digital Banking Services, or permit another person to use Digital Banking Services on your behalf, you acknowledge receipt of this Agreement and agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions contained in other agreements between us and you governing your checking, savings, and loan accounts accessible through and/or in connection with Digital Banking Services. You further agree to follow all instructions provided in connection with 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.

3. **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 deposit account, 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 Membership Agreement and Disclosure of Account Information (Consumer & Sole Proprietorship and Organizational Accounts) ("**Disclosure of Account Information**") 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.
4. **Notification, Amendments, and Changes in Terms and Conditions.** We may amend this Agreement and any terms and conditions or applicable fees and charges for the 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. Any notification, required or appropriate, will be mailed or made available to you online. Please access and review this Agreement regularly. If you find this Agreement unacceptable to you at any time, please discontinue your use of 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.

5. **Agreement to Receive Electronic Communications.** You have previously provided your affirmative consent to receive in electronic format, by electronic mail, website posting or through logged-in website interaction, all Communications related to Digital

Banking Services. "Communications" means this Agreement, including information that we are required to disclose under the Electronic Fund Transfer Act ("EFTA") and its implementing Regulation E, and any amendments, disclosures, notices, privacy policies, and any information that we are required by law to provide to you in writing, and any notice regarding hardware or software changes or access to the Site. Once you have enrolled in Digital Banking Services, periodic updates to this Agreement and other Communications related to your account(s) will be provided electronically only. Your consent to receive electronic Communications does not automatically enroll you in our Online Statements or stop paper delivery of account statements and notices that require separate Online Statement enrollment. You must complete a separate enrollment to stop receiving paper statements.

You may withdraw your consent for receiving electronic Communications at any time. Withdrawal of your consent will immediately terminate the delivery of future Communications to you in electronic form. If you elect to receive Communications only in paper format, it may slow the speed at which we can complete certain steps in transactions with you because we will need first to send the Communications to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper Communications. To withdraw your consent, contact us by phone at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization accounts or write to us at Golden 1 Credit Union, P.O. Box 15966, Sacramento, CA 95852-0966. The withdrawal of your consent will not affect the previously delivered electronic Communications. 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 Safari®, Chrome®, or Firefox®. 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.

6. **Paper Version of Communication.** This Agreement is available for viewing online at any time and can be downloaded or printed using your computer and a printer. You may request a paper version of this Agreement or any other Communication we provide to you electronically by contacting our Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization accounts or by logging on to your Online Banking account at golden1.com. We will mail paper copies of a Communication to you (at the address shown on our records) within ten (10) Business Days after the date we receive your request. Although we do not currently impose a fee or other charge for the initial paper copy of your Communications, we reserve the right to impose a fee or charge in the future and to change such fee at any time.
7. **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.

II. DIGITAL BANKING

1. **Description.** You may access your accounts through Digital Banking on the Site or through your mobile device to obtain various Services that Golden 1 currently makes or in the future may make available via Digital Banking and which you currently or in the future may access or otherwise use. These services include but are not limited to accessing your account information, making payments, transferring funds, and receiving online statements. You will be automatically enrolled in Mobile Banking when you enroll in Online Banking. Sign on to Digital Banking for a complete list of available Digital Banking Services.
2. **Eligibility.** To be eligible for Digital Banking Services, you must be a member of Golden 1, a resident of the United States or its possessions, and have a deposit account in good standing with Golden 1. You must be the member/account owner or joint owner on the deposit account in order to access it through Digital Banking. You agree to use Digital Banking Services for your consumer account(s) for individual purposes only, and not on behalf of any business, corporation, proprietorship (other than in connection with a sole proprietorship or Organization account you hold with us), or other entity. Certain Digital Banking Services are offered only to individuals 18 and older. Please refer to the provisions of this Agreement that govern each Service to understand whether an age restriction for eligibility exists. By using each Service, you represent that you meet these requirements and that you agree to be bound by this Agreement. We reserve the right to refuse enrollment to anyone and to terminate your enrollment in any or all Digital Banking Services at our discretion.
3. **Access.** To access 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 Digital Banking 24 hours a day, 7 days a week, except as otherwise provided herein.
4. **System Unavailability.** Access to Digital Banking Services may be unavailable at times due to system maintenance or circumstances beyond our control. During these times, you may call our Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361) or if you are a sole proprietorship or unincorporated organization, you may call 1-877-909-5656. We will make all reasonable efforts to ensure the availability of Digital Banking Services; however, we are in no way liable for system unavailability or any consequential damages that may result.
5. **Email Address, Notification and Updates.** Your email address is required in order for you to obtain 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 Digital Banking Services, you agree to keep us informed of any changes in your email address. You may modify your email notification address by accessing "My Profile" within your Online Banking account accessible via the Site. If we are not able to send you an email notification, you will still be able to access Communications through 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 Digital Banking. You further agree to promptly review Communications made available to you through Digital Banking. It is your responsibility to use Digital Banking regularly to check for updates to Communications and this Agreement.

6. **Email Capabilities and Limitations.** Online Banking includes email capabilities allowing you to send and receive secure electronic email messages to and from us. We will not immediately receive and review email messages that you send and it may take us one business day or more to respond. We will NOT 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 (please refer to the "Your Responsibility and Liability for Unauthorized Transfers" section below for appropriate action in that circumstance), reports of lost or stolen automated teller machine (ATM) or Visa cards, 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 our Member Service Contact Center directly at 1-877-GOLDEN 1 or (1-877-465-3361) 1-877-909-5656 for Sole Proprietorship and Organization accounts.
7. **Security Credentials.** Your Security Credentials give access to your account(s) through Digital Banking. During your enrollment, you are required to select a User ID and a password for use with Digital Banking in accordance with our instructions. Your password is required for security purposes in connection with the authentication of Digital Banking Services, including, without limitation, loan applications, transfers and payments you initiate through 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 Digital Banking Services. 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. Please refer to the "Golden 1 Verification Alert" section below. Upon several unsuccessful attempts to answer security questions, your access to Digital Banking will be restricted and you must contact us to reestablish your authorization to use Digital Banking.

Digital Banking allows you to change your password. For your protection, you should change your password frequently, and you should use a unique password for 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 the Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization accounts to have a temporary password issued to you. We reserve the right to require written request for a new/replacement password.

8. **Security.** 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 always safeguard and maintain the confidentiality of your Security Credentials at all times. You also agree not to give or make available any of your Security Credentials to any unauthorized individuals. If you disclose your Security Credentials to anyone, we may treat such disclosure as your authorization to that person or entity to transfer or withdraw funds from your account(s), and you assume all risks and losses associated with such disclosure and agree to be responsible for all actions taken by such person or entity, to the extent permitted by law. This means that you are 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 Digital Banking as well as other Golden 1 deposit and loan services as stated in your Disclosure of Account Information. If you believe that your Security Credentials have been lost or stolen or that someone may attempt to use them to access 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.
9. **Online Statements.** You may request to receive your account statements online only ("Online Statements"). You may request Online Statements at any time by clicking on the My Documents tab, following the required steps and agreeing to the terms of the Consent to Receive Online Statements.

III. ELECTRONIC FUND TRANSFERS

1. **Coverage.** The EFTA and its implementing Regulation E govern some of the transactions subject to this Agreement, and some terms and conditions included in this Agreement are required by federal law. The following disclosures apply to all electronic fund transfers, as defined in Regulation E, conducted to or from consumer accounts through Digital Banking Services, including, without limitation, electronic fund transfers conducted through Bill Payment Service, Zelle® Payment Service, G1 Rewards Service, and External Transfer Service.

2. **Your Liability for Unauthorized Transfers.** You are responsible for all transfers and payments you initiate and authorize using Digital Banking. You are also responsible for maintaining the confidentiality and security of your Security Credentials. If you permit other persons to use Digital Banking and your Security Credentials, you are responsible for any transactions they authorize from any of your accounts. Notify us IMMEDIATELY if you believe that your password or any other Security Credentials have been lost or stolen, that someone has used them or may use them to access your accounts without authorization, or that any electronic fund transfer or any other transfer of money has been made without your permission. Calling our Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization accounts is the best way of keeping your possible losses down. If you do not notify us, you could lose all the money in your account plus any available credit on your line(s) of credit.

If you tell us within two (2) Business Days after learning or suspecting that any part of your Security Credentials was lost, stolen, or used by someone without your permission, you can lose no more than \$50.00 should someone access your account without your permission. If you do NOT notify us within two (2) Business Days after you discover such loss or theft, and we can establish that we could have prevented the unauthorized use of your password or other means to access your account if you had told us within the two (2) Business Day period, you could be liable for as much as \$500.00.

If your monthly statement shows payments that you did not make or authorize you must tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may lose any amount transferred without your authorization after the sixty (60) days have elapsed if we can establish that we could have stopped someone from taking the money had you told us within that sixty (60) day period. We may extend this notification period in our sole discretion if a good reason prevented you from telling us. If you grant authority to make transfers to another person (such as a family member or friend) who exceeds the authority granted, you are fully liable for any transfers until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act on that notification.

3. **Contact in Event of Unauthorized Transfer.** 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, call our Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization accounts or write to us at Golden 1 Credit Union, P.O. Box 15966, Sacramento, CA 95852. You should also call or write to us if you believe a transfer has been made using the information from your check without your permission.
4. **Limits on Transfers and Transactions.** You cannot initiate transfers using Digital Banking to or from certificate accounts, individual retirement accounts, or any restricted accounts. Overdraft protection (if any) is NOT automatically triggered to cover "insufficient funds" transactions initiated through Digital Banking Services. There may be other limits on the number and/or value of transactions you can initiate through 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.

5. **Finance Charges on Loan Transfers.** Each transfer made from your Visa® account, home equity line of credit 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).
6. **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 Disclosure of Account Information provided to you at the time you opened your account(s) with us. Dividends begin to accrue on the effective date of the transfer.
7. **Future Dated Transfers.** Future dated transfers are transactions that can be scheduled up to one year in advance of the desired transaction date. All future dated transfers will be processed at 1:00 p.m. Pacific Standard Time (PST) on the scheduled date of transfer.
8. **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 canceled, or they can be limited to a specific number of occurrences as established by you.
9. **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 canceled and you may incur fees as set forth in the Fee Schedule. For future dated transfers, sufficient funds must be available in the account from which the withdrawal is being made no later than 1:00 p.m. PST on the scheduled transfer date. Any request to cancel or delete a future dated transfer must be made prior to 1:00 p.m. PST on the transaction date.
10. **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; however, these transactions are covered under the provisions of the EFTA. When you provide information to a merchant from your personal check (such as the MICR encoded routing, account and serial numbers), or send your check to a lockbox regardless of whether the check is blank, partially or fully completed, along with your signature, and the check is converted into an electronic fund transfer to debit the funds from your account, this is covered under the provisions and protections of the EFTA.

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 NOT covered under the EFTA; they are covered by the UCC, and Regulation CC. You may incur an insufficient funds fee for each presentment as set forth in the Fee Schedule.

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.

11. **Right to Stop Payment 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 Digital Banking when made as transfer/payments to closed-end loan accounts. 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.
12. **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. Please refer to the Disclosure of Account Information and Membership Agreement for more information about stop payments, including the duration of any stop payment that you request. Call our Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization accounts or write to us at Golden 1 Credit Union, P.O. Box 15966, Sacramento, CA 95852 or by visiting your local branch. 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 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.
13. **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; or (d) as explained in our privacy notices.

14. **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. There may be fees and charges related to the Bill Payment Service and External Transfer Service if used by you. 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 Digital Banking Services.
15. **Periodic Statements; Account Transaction History.** Your completed Digital Banking transactions will appear on your periodic account statements. You may also receive statements in connection with the G1 Rewards Service, including CashBack+ transactions. The primary account owner will receive a monthly account statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, the primary account owner will get a statement 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 Digital Banking. You agree to review your transactions by this method instead of receiving receipts by mail. You may access and download your transaction history through Digital Banking.
16. **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:
- a. If, through no fault of ours, you do not have enough available funds in your Account to make the transfer;
 - b. If the transfer would go over the credit limit on your overdraft line;
 - c. 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;
 - d. If the password, transaction or account information, or other information you have provided is incorrect, incomplete, ambiguous, or untimely;
 - e. If the system was not working properly and you knew or had been advised about the malfunction before you executed the transfer;
 - f. If you are in default on an account to which you are attempting a transfer; or
 - g. 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 Digital Banking under any of the following circumstances:

- h. If you did not properly follow software or Digital Banking instructions on how to make the transfer or payment;
- i. 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;

- j. If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor;
- k. If we made a timely payment but the payee/vendor did not promptly credit your payment after receipt;
- l. If your personal computer, mobile device and/or software malfunctioned for any reason;
- m. If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet service provider service failure; or
- n. If we blocked the transfer to protect the integrity or security of the system.

17. 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 our Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization accounts or writing us at Golden 1 Credit Union, P.O. Box 15966, Sacramento, CA 95852, or emailing us a secure message utilizing the Online Banking Message Center.

If you think your periodic statement for your account is incorrect or you need more information about a transaction, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:

- a. Tell us your name;
- b. 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.
- c. 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. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally (i.e., temporarily) credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to provisionally credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation

and any provisional credit will be revoked. You may ask for copies of the documents that we used in our investigation.

IV. INTERNAL TRANSFERS

1. **Description of Service.** You may use Digital Banking to make one-time or repeating transfers among Accounts held by us. On-Us Transfers are permitted to checking, savings and loan accounts as established within the membership Account structure at Golden 1. We reserve the right at any time to restrict or prohibit On-Us Transfer capabilities on specific types of Accounts. To transfer available funds from one Account to another, you must log on to Digital Banking using the membership Account number from which you wish to transfer the funds.
2. **Transfers Among Your Golden 1 Accounts.** You may transfer funds between your Golden 1 Accounts that have different Account numbers. This service is available where the account holder and his or her Social Security number are the same on both Accounts. You must be a legal owner on all Accounts identified.
3. **Transfers to Third Party Golden 1 Accounts.** You may transfer funds to another Golden 1 Account, of which you are not a legal owner. You may be permitted to transfer funds from your Account(s) to the Account of another member; however, you will not have access to, or the capability to review Account balances or activity, or to perform other transactions on third-party Account(s). Transfers of funds made by you to third-party Accounts are non-revocable, even if you have made an error in the amount transferred or the Account to which the funds were transferred.
4. **Transfers of Cash Rewards from G1 Rewards Program.** By transferring cash rewards earned in connection with the G1 Rewards Program into a Golden 1 savings or checking account, you agree that any such transferred money is subject to our right of offset, pursuant to the Disclosure of Account Information.

V. EXTERNAL TRANSFERS

1. **Description of Service, Authorization and Processing.**
 - a. You may use Digital Banking to transfer funds between your Golden 1 Accounts and your Accounts that are maintained by other financial institutions ("External Transfer Service"). Golden 1 Account types that qualify as Eligible Transaction Accounts for the External Transfer Service include checking, money market, or savings accounts that you hold with us. You must be 18 or older to use the External Transfer Service. The External Transfer Service is not available to unincorporated organization accounts. Other financial institutions may have restrictions regarding transfers into and out of various account types and limitations on the External Accounts. We are not responsible for any costs or losses arising out of transfers that are not permitted by another financial

institution. Please refer to your other financial institution's terms and conditions relating to incoming and outgoing transfers.

1. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, the External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including, without limitation, to withdraw or deposit any or all amount of funds to such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
 2. You may initiate the following types of transfers through the External Transfer Service: (1) a one-time transfer for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site or the Golden 1 App. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account for any service fees and additional charges associated with the External Transfer Service as described below in subsection 5 (External Transfer Service Fees and Additional Charges") or as disclosed in our Fee Schedule; or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account for any service fees and additional charges associated with the External Transfer Service as described below in subsection 5 (External Transfer Service Fees and Additional Charges") or as disclosed in our Fee Schedule. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e., email, push notification).
- b. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the circumstances described in the "Our Liability" subsection within the Electronic Fund Transfers section above,

or if the transfer is refused as described subsection 6 below ("Refused Transfers").

- c. It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You must provide a physical address (i.e. not a P.O. Box) in order to enroll in the External Transfer Service. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
2. **Transfer Methods and Amounts.** The "Payment Methods and Amounts" subsection of the General Terms section below applies to the External Transfer Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.
3. **Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the External Transfer Service).
4. **Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact us as directed herein. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for stop payment orders as set out in our Fee Schedule.
5. **External Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the External Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the External Transfer Service or Site and are in addition to any applicable fees we may charge as disclosed in the Fee Schedule. Any applicable fees will be charged regardless of whether the External Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the External Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the External Transfer Service. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone and Internet service fees that may be assessed by your telephone and Internet service provider. The "Failed Or Returned Payment Instructions" subsection of the General Terms section applies if you do not pay our fees and charges for the External Transfer Service, including, without limitation, if we debit the External Account for such fees, as described in this section, and there are insufficient fees in the External Account (and in these circumstances such subsection will apply to the External Account as well as the Eligible Transaction Account).
6. **Refused Transfers.** We reserve the right to refuse any transfer in our sole discretion. To the extent required by applicable law, we will notify you promptly if we decide to refuse to

transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

7. **Returned or Failed Transfers.** In using the External Transfer Service, you understand that transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

VI. BILL PAYMENT

1. **Description.** You may use Digital Banking to receive and pay bills, schedule recurring payments, and track your payment history ("Bill Payment Service"). The Bill Payment Service includes (i) online bill payment, which enables you to receive, view, and pay bills from the Site, and (ii) electronic bill delivery and presentment, which electronically presents you with electronic bills from select Billers. To access the Bill Payment Service, you will need to sign on to Digital Banking using your Security Credentials, and then click on the Bill Payments tab on the navigation bar. From there the system will link you to the Bill Payment Service. You must be 18 or older to use the Bill Payment Service.
2. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Payment Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.
3. **Bill Payment Service Guarantee.** Due to circumstances beyond the control of the Bill Payment Service, particularly delays in handling and posting payments by Billers or other financial institutions, some transactions may take longer to be credited to your Account. The Bill Payment Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled by you in accordance with the "Payment Scheduling" subsection above.

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

When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service to debit your Eligible Transaction 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 Bill Payment Service to credit your Eligible Transaction Account for payments returned to the Bill Payment Service by the United States Postal Service (USPS) or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

We will attempt to make all your payments through the Bill Payment Service properly. However, we shall incur no liability and any Bill Payment Service Guarantee (as described above) shall be void if we are unable to complete any payments initiated by you through the Bill Payment Service because of the existence of any one or more of the circumstances described in the "Our Liability" subsection within the Electronic Fund Transfers section above.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. **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.
6. **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 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.

7. **Exception Payment Requests.** Exception Payments may be scheduled through the Bill Payment Service; however, Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. The Bill Payment Service Guarantee does not apply to Exception Payments.
8. **Electronic Bill Delivery and Presentment.** The Bill Payment Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. This Agreement does not alter your liability or obligations that currently exist between you and your Billers. If you elect to activate one of the Bill Payment Service's electronic bill options, you agree to the following:
- a. Presentation of Electronic Bills. You will receive electronic bills from a Biller only if both (i) you have designated it in the Bill Payment Service as one of your Billers, and (ii) the Biller has arranged with our Service Provider to deliver electronic bills. The Bill Payment Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Payment Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Bill Payment Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Payment Service does not include an option to prevent you from participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
 - b. Paper Copies of Electronic Bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
 - c. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Payment Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
 - d. Information Held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the

request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

- e. Activation. Upon activation of the electronic bill feature of the Bill Payment Service, we will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. It is your responsibility to keep your accounts current while your electronic bill feature is being activated. Each Biller reserves the right to accept or deny your request to receive electronic bills.
 - f. Authorization to Obtain Bill Data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
 - g. Notification. We will attempt to present all of your electronic bills promptly. We will send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
 - h. Cancellation of Electronic Bill Notification. The Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
 - i. Non-Delivery of Electronic Bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
 - j. Accuracy and Dispute of Electronic Bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed and resolved with the Biller directly by you.
9. **Disclosure of Account Information to Third Parties**. It is our general policy to treat your account information as confidential. However, we will disclose information to third

parties about your account or the transactions in the following situation, in addition to the circumstances set forth in the "Privacy" and "Information Authorization" subsections of the General Terms of this Agreement: (a) where it is necessary for completing transactions; (b) where it is necessary for activating additional services; (c) in order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller; (d) to a consumer reporting agency for research purposes only; (e) in order to comply with a governmental agency or court order; or (f) if you give us your written permission.

10. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Bill Payment Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Bill Payment Service or Site and are in addition to any applicable fees we may charge as disclosed in the Fee Schedule. Any applicable fees will be charged regardless of whether the Bill Payment Service was used, except for fees that are specifically use-based. Use-based fees for the Bill Payment Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The "Failed or Returned Payment Instructions" subsection of the General Terms section below applies if you do not pay our fees and charges for the Bill Payment Service, including, without limitation, if we debit the Billing Account for such fees, as described in this section, and there are insufficient fees in the Billing Account.
11. **Biller Limitation.** The Bill Payment Service reserves the right to refuse to pay any Biller to whom you may direct a payment, including, without limitation, if it appears to be a prohibited payment or an Exception Payment under this Agreement. As required by applicable law, the Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you.
12. **Returned Payments.** In using the Bill Payment Service, you understand that Billers and/or the USPS may return payments to the Bill Payment Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service Provider will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Bill Payment Service.
13. **Information Authorization.** In addition to the "Information Authorization" subsection of the General Terms section below, you agree that the Bill Payment Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).
14. **Bill Capture.** The following Bill Capture terms and conditions in this Section only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our mobile banking application, then this Section does not apply.

Your use of our mobile banking application may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address and account number of the Biller into our mobile banking app for use with the Bill Payment Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:

- a. You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
- b. We do not guarantee that your mobile device will be compatible with Bill Capture; and
- c. You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Digital Banking Services, including, without limitation, any late fees for payments sent to an improper Biller or improper account.

15. **Bill Discovery.** The following Bill Discovery terms and conditions in this Section only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section does not apply.

The bill discovery feature (Bill Discovery) enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Bill Payment Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Bill Payment Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Bill Payment Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to the Bill Delivery and Presentment subsection of the Bill Payment Terms.

16. **Payment Methods.** In addition to the payment methods set forth in the Payment Methods and Amounts subsection of the General Terms section below, certain Bill Payment Service payments may be processed using a prepaid, single-use virtual card. Single-use cards provide a fast and secure way for your payment to be delivered. Please note in the event your payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller.

VII. ZELLE® AND OTHER PAYMENT SERVICES

This Zelle® and Other Payment Services Terms of Service document (hereinafter "Agreement") is a contract between you and Golden 1 Credit Union (hereinafter "we", "us" or "our") in connection with the Zelle® and Other Payment Services (as defined below)

offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered.

1. Description of Service.

- a. We have partnered with the Zelle Network® (Zelle®) to enable a convenient way to send and receive money with others who you trust, who are enrolled with Zelle® with us, or with another financial institution that partners with Zelle® (each a "User") using aliases, such as email addresses or mobile phone numbers or other unique identifiers described below (Zelle® Payment Service, as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. You must be 13 or older to use the Zelle® Payment Services. Use of the Zelle® Payment Service by minor account holders and minor individual account holders (as described in your Disclosure of Account Information and Membership Agreement) may be subject to enrollment limitations and other terms and conditions.
- b. The Zelle® Payment Service is not available to unincorporated organization accounts. We may change Zelle® enrollment eligibility, and our terms and conditions governing the Zelle® Payment Service at any time, in our sole discretion. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.
- c. In addition to the Zelle® Payment Service, we provide other payment services under this Agreement. These additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. These payment services are referred to as "Other Payment Services" in this Agreement. The term "Zelle® and Other Payment Services" means the Zelle® Payment Services and the Other Payment Services.
- d. The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle® Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.

- e. The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payment Services payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

2. Payment Authorization and Payment Remittance.

- a. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 20 (Prohibited Payments), you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle® Payment Service at any time and without prior notice, including for reasons involving your use of the Zelle® Payment Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.
- b. This subsection 2(b) does not apply to the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle®

Payment Service for business or commercial purposes, or for any unlawful purpose.

- c. To be eligible to enroll for the Zelle® and Other Payment Services, you represent that: (i) you are a U.S. resident (not including U.S. territories); (ii) you are 13 or older and can otherwise form legally binding contracts ; (iii) you maintain one active Eligible Transaction Account with us and which account is in good standing; and (iv) you have the authority to authorize debits and credits to the enrolled Eligible Transaction Account you maintain with us. By using the Zelle® and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle® Payment Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle®. If you enroll for the Zelle® Payment Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as a contact method for certain communications related to the Zelle® Payment Service and must meet the requirements described herein.
- d. When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers, email addresses and/or Zelle® tags of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information and other contact

information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

- e. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including, but not limited to, those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- f. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- g. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - i. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - ii. The Zelle® and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 - iii. The payment is refused as described in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below;
 - iv. You have not provided us with the correct information, including, but not limited to, the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address, Zelle® tag or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- h. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle® and Other Payment Services (including, but not limited to, the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or

recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. When you send money to another User at your initiation, you may initiate a: (i) one-time payment that will begin processing immediately, (ii) one-time future dated payment that will begin processing on a specified future date, or (iii) recurring payment series that will begin processing recurring payments on a specified series of dates. Further details about each of these options can be found on the Site. You understand that use of the Zelle® and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you initiate sending money using Zelle® and Other Payment Services and a payment has begun processing, it cannot be edited or canceled. One-time payments that process immediately cannot be edited or canceled. You may only edit or cancel a one-time future dated payment or recurring payment until the payment begins processing. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided in Section 3(f) below) and may not be canceled or revoked. We therefore recommend that you use the Zelle® Payment Service to send money only to people you know and trust. Your ability to cancel or stop payments is addressed more generally in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address, mobile telephone number and/or Zelle® tag). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment (a "Two-Step Transfer"). If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.
- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies

between account names and account numbers, outside of our obligations under the law to investigate errors, described below in Section 29 (Errors, Questions, and Complaints).

- d. In most cases, when you are sending money to another User using the Zelle® Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, and the other Network Financial Institutions and other Zelle® users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle®. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or Zelle® delay or block a payment that you have initiated, we will notify you via email to the designated email address within your Zelle® profile. Neither we nor Zelle® have no control over the actions of other Users, other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle® Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle®. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- f. For Zelle® Payment Service payments, as to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that when we begin processing the Payment Instruction we will debit funds from your Eligible Transaction Account immediately, but we will only begin to process the requested transfer of

funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments; Money Transfers by Network Financial Institutions.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® request for money, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a request for money, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service.
- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you via email to the designated email address within your Zelle® profile. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, Zelle® or other Network Financial Institutions that could delay or prevent a transfer of money to you. You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction

Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle® requests for money, from others through the Zelle® Payment Service.

- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.
5. **Requesting Payments.** You may request money from another. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents, and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle® request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such Zelle® Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a request for money using the Zelle® Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle® Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a request for money may not receive, or otherwise may reject or ignore, your request. We do not guarantee that you will receive any payments from individuals

by initiating a request for money.

6. **Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may only stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days after contacting our Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361), or 1-877-909-5656 for Sole Proprietorship and Organization accounts or visiting golden1.com, or otherwise directing us to stop a payment. If we charge you to stop the payment, then the charge for each stop payment request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled by us fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.
7. **Service Providers.** We are offering you the Zelle® and Other Payment Services through one or more Service Providers that we have engaged to render some or all of the Zelle® and Other Payment Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Zelle® and Other Payment Services to you, to the extent any liability attaches in connection with the Zelle® and Other Payment Services pursuant to Section 41 (Limitation of Liability), we are the sole party liable to you for any payments or transfers conducted using the Zelle® and Other Payment Services and we are solely responsible to you and any third party. 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 this Agreement.
8. **Amendments.** We may amend this Agreement and any applicable fees and charges for the Zelle® and Other Payment Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Zelle® and Other Payment Services 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 Zelle® and Other Payment Services 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 Zelle® and Other Payment Services,

and/or related applications and material, and limit access to only the Zelle® and Other Payment Services' more recent revisions, updates, upgrades or enhancements.

9. **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Zelle® and Other Payment Services. We do not have control of, or liability for, any products or services that are paid for with our Zelle® and Other Payment Services. We also do not guarantee the identity of any user of the Zelle® and Other Payment Services (including but not limited to recipients to whom you send payments).
10. **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.
11. **Notices to Us Regarding the Zelle® and Other Payment Services.** Except as otherwise stated below, notice to us concerning the Site or the Zelle® and Other Payment Services must be sent by postal mail to: Golden 1 Credit Union, Attn: Golden 1 Credit Union, P.O. Box 15966, Sacramento, CA 95852.

We may also be reached at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization account for questions and other purposes concerning the Zelle® and Other Payment Services. We will act on your telephone calls as described below in Section 29 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

12. **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 the Zelle® and Other Payment Services, emailing it to an email address that you have provided us, mailing it to any postal 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 Zelle® and Other Payment Services setup or customer profile. For example, users of the Zelle® and Other Payment 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, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures, and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each request for paper copies of any document. We reserve the right to terminate your use of the Zelle®

and Other Payment Services if you withdraw your consent to receive electronic communications.

13. **Consent to Emails and Automated Text Messages.** 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 INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), 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, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us for the Zelle® and Other Payment Services, send STOP to 767666. For help or information regarding text messaging for the Zelle® and Other Payment Services, send HELP to 767666 or contact our customer service at 1-877-GOLDEN 1 (1-877-465-3361) 1-877-909-5656 for Sole

Proprietorship and Organization accounts.. You expressly consent to receipt of a text message to confirm your “STOP” request.

- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
 - g. Your phone service provider is not the provider of the Zelle® and Other Payment Services. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.
14. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle® and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as a request for money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 5 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle® and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.
15. **Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.
16. **Returned Payments.** In using the Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

17. **Receipts and Transaction History.** You may view your transaction history by logging into the Zelle® and Other Payment Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions made through the Zelle® and Other Payment Services will also appear on your statement(s), to include your online banking profile, in the timeframe prescribed by the method in which the payment is posting. We may provide different line item descriptions in your statement(s) dependent upon whether you are enrolled through us utilizing our Zelle® and Other Payment Services through our Site or are enrolled for the Zelle® Payment Service through the Zelle® stand-alone application.

18. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

19. **Privacy of Others.** If you receive information about another person through the Zelle® and Other Payment Services, you agree to keep the information confidential and only use it in connection with the Zelle® and Other Payment Services.

20. **Prohibited Payments.** The following types of payments are prohibited through the Zelle® and Other Payment Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any federal or state law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 21 below; and
- d. Payments that may be deemed to be illegal, improper, brand damaging or potentially exposing us, our Service Providers, or the financial system to risk or reputational harm; and
- e. Tax payments and court ordered payments.

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. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

21. **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 the Zelle® and Other Payment Services, regardless of the purpose of the use, and for all communications you send through the Zelle® and Other Payment 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 the Zelle® and Other Payment 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 Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Zelle® and Other Payment Services, or interfere or attempt to interfere, with the Site or the Zelle® and Other Payment Services; 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 Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

22. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Zelle® and Other Payment Services. Your limits may be adjusted from time-to-time in our sole discretion. You may 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 Zelle® and Other Payment Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

23. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with our Member Service Contact Center in the manner set forth in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can establish that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. These liability rules are established by Regulation E, which implements the federal Electronic Fund

Transfer Act and generally apply only to consumer accounts established primarily for personal, family, or household purposes.

THE ZELLE® PAYMENT SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE® PAYMENT SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

24. **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.
25. **Failed or Returned Payment Instructions.** In using the Zelle® and Other Payment Services, 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 Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
- a. You will reimburse us or 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;
 - b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider 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. The aforesaid amounts will be charged in addition to any NSF charges that

may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. 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

- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

26. Information Authorization. Your enrollment in the Zelle® and Other Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle® and Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized 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 the Zelle® and Other Payment Services, to authenticate you when you log in, to send you information about the Zelle® and Other Payment 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 the Zelle® and Other Payment 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. 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 Zelle® and Other Payment Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Zelle® and Other Payment Services. The following provisions in this Section apply to certain Zelle® and Other Payment Services:

- a. **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.

- b. **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 third party 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.

27. **Consent to Share Personal Information (Including Account Information).** In addition to Section 26 (Information Authorization) above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account;
- c. To comply with government agency or court orders, or debit card, as applicable;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the applicable terms of our Privacy Policy.

28. **Service Termination, Cancellation, or Suspension.** If you wish to cancel the Zelle® and Other Payment Services, you may contact us as set forth in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle® and Other Payment Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

29. **Errors, Questions, and Complaints.** The provisions of this Section apply only to Eligible Transaction Accounts that are established primarily for personal, family, or household purposes.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

30. Intellectual Property. All other marks and logos related to the Zelle® and Other Payment 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, 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 the Zelle® and Other Payment Services or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the Zelle® and Other Payment Services, the portion of the Site through which the Zelle® and Other Payment Services are offered, the technology related to the Site

and Zelle® and Other Payment 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 Zelle® and Other Payment 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, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

31. **Password and Security.** If you are issued or create any password or other credentials to access the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them if you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. See also Section 23 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
32. **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 the Zelle® and Other Payment 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 the Zelle® and Other Payment Services for any reason or no reason and at any time. The remedies contained in this Section 32 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
33. **Arbitration; Class Action Waiver.** You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, the following terms apply. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute

resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION. **You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce this Section 33 (Arbitration) and Section 34 (Law and Forum for Disputes) against you.**

34. **Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 33 (Arbitration)) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 33 (Arbitration). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

35. **Wireless Operator Data.** In addition to Section 26 (Information Authorization), you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® and Other Payment Services. By using the Zelle® Payment Service, you authorize your wireless carrier (to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See Zelle®'s Privacy Policy at <https://www.zelle.com/legal/website-privacy-notice> or how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

36. Content Standards; Zelle® Tags

- a. Content Standards: You agree that you will not use the Zelle® Payment Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.
- b. Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.
- c. The Zelle® Payment Service may include functionality for you to use a unique alphanumeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending, receiving, or requesting money, which will be your "Zelle® tag." Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may

not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

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

38. Release. You release us and our Affiliates and 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 Zelle® and Other Payments Services. 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.

39. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and 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.

40. Disclaimer of Warranties. THE SITE AND ZELLE® AND OTHER PAYMENT 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 OUR ZELLE® AND OTHER PAYMENT 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 PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

- 41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ZELLE® AND OTHER PAYMENT SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE ZELLE® AND OTHER PAYMENT SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ZELLE® AND OTHER PAYMENT 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 THE ZELLE® AND OTHER PAYMENT SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ZELLE® AND OTHER PAYMENT SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES

ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT SERVICES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

42. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's 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.

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

43. **Use of Our Online Banking Site and/or Mobile App.** You agree to access the Site and/or mobile app in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

44. **Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions 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. Sections 7, 10-12, 19, 24, 25,

30, 32-34 and 37-44, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

VIII. MOBILE BANKING

1. **Description.** Mobile Banking is offered as a convenience and supplemental service to Online Banking. It is not intended to replace access to 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 Digital Banking Services. To utilize Mobile Banking, you must be enrolled in 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.

2. **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.
3. **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.

4. **Equipment and Software.** We do not guarantee that your mobile device or mobile phone service provider will be compatible with Mobile Banking. To use Text Banking, you must have a mobile device with text messaging service. 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 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®. Mobile devices with Internet capabilities may be susceptible to viruses, worms, Trojan horses or other similar harmful components (collectively, "viruses"). You are responsible to ensure 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.
5. **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. 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 BEFORE TRANSMITTING CONFIDENTIAL INFORMATION OR ANY OTHER INFORMATION THROUGH MOBILE BANKING.

IX. MOBILE DEPOSIT

1. **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 checking or savings account. All references within this section to an "Account" refer to the checking or savings 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 equipment or a Supported Mobile Device which will ensure that the scanned checks are compatible with the Mobile Deposit

Service. You shall transmit electronic images of your scanned checks to us as provided in the Deposit Instructions.

2. Your Responsibilities.

- a. 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 Disclosure of Account Information 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.
- b. 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.
- c. You will only use the Mobile Deposit Service for your own purposes in accordance with the terms and conditions set forth in this section ("Mobile Deposit Terms and Conditions"). The Mobile Deposit Service will not be used on behalf of any business, corporation, proprietorship or other business entity (other than in connection with a sole proprietorship and Organization account you hold with us), or for any business purpose.
- d. 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.
- e. 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.
- f. 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.
- g. 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 particular 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 therefor.

- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

- m. 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.
 - n. 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.
 - o. We reserve the right to impose the 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.
3. **Mobile Deposit Service.** Subject to subsection 6(b) below, your Account will be provisionally 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 in subsection 6(b) 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
4. **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.
5. **Our Rights and Responsibilities**

- a. 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.
- b. Unless otherwise agreed, we will process any returned Items in accordance with applicable laws and these Mobile Deposit Terms and Conditions.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

- h. 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.

6. Processing Times and Funds Availability.

- a. 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 in subsections (b) and (c) below.
- b. 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.
- c. 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 Disclosure of Account Information provided to you, which may be amended by us as provided therein.
- d. 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.
be.

- e. If under subsection (b) 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.

7. 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:

- a. 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.
- b. 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.
- c. 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.
- d. You are in possession of the original Item.
- e. The Item contains all necessary endorsements and all endorsements are authentic and for good title to the Item.
- f. 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.
- g. You are entitled to enforce the Item.
- h. The signatures on the Item are authentic.
- i. The Item has not been altered or modified.
- j. The Item is free of any virus or other defect that might affect a computer system into which it is received and opened.
- k. You will use the Mobile Deposit Service only for Items that are payable to, and endorsed by you.

- I. In using the Mobile Deposit Service, you will comply with these Mobile Deposit Terms and Conditions and all applicable rules, laws, and regulations.
8. **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.
9. **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.

X. CARD MANAGEMENT

1. **Description.** As a convenience to you, we offer card management and alerts via Mobile and Online Banking. The card management feature is intended to allow you to initiate certain payment card-related activities for your enrolled Golden 1 card(s). Those activities may include, but not be limited to, the ability to:
 - a. Register the card
 - b. Activate and deactivate the card
 - c. Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")
 - d. Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts")
 - e. View transaction history including cleansed and enriched merchant information
 - i. (e.g., merchant name, address, and contact information)
 - f. Report your card as lost or stolen
 - g. Review your spending by merchant type and/or by month
 - h. View a list of merchants storing your card information for recurring or card-on-file payments
2. **Third-Party Services.** The card management feature may enable access to Golden 1's and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management feature allows you to access third party services, Golden 1 and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

3. **Notifications and Alerts.** You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts. Golden 1 reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Golden 1's card management feature.
4. **Service Availability/Interruption.** You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. Golden 1 does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality within the Mobile Banking and the card management feature may not be available for all transactions. Commands, controls and alerts based on the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither Golden 1 nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control.

You acknowledge that neither Golden 1 nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. Golden 1, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

XI. ALERTS SERVICES

1. **Description.** Your enrollment in Digital Banking Services includes access to a feature of Digital Banking that allows you to receive alerts ("**Alerts**") and mobile text messaging.

By receiving or otherwise using alerts, you agree to the following terms for these services. The alerts are provided for your convenience and do not replace your monthly account statements, which are the official record of your accounts. You understand and agree Alerts may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service if you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising in connection with alerts, use thereof or reliance on any information contained therein, or any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the alerts. Your phone carrier will not be liable for any undelivered or misdelivered messages.

We do not charge you a fee for alerts, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Please note that text Alerts, Text Banking and related functionalities may not be available on all mobile devices or equipment or through all wireless carriers. Our participating carriers, which may change from time to time, include (but are not limited to) AT&T, Sprint, T-Mobile®, U.S. Cellular®, and Verizon Wireless.

2. **Alerts.** The Digital Banking Alerts option found on the Site allows you to request and receive messages about your Account(s) and account transactions. You may receive Alerts via email, push notification, "alerts inbox" and/or text messages. You may set up your Alert preferences that will determine, together with your account data, the frequency of Alerts delivered to you. You may select the type of Alerts, timing and delivery methods by logging into Digital Banking and updating your preferences. Each Alert will be effective after the setup of the appropriate alert parameters, and you may update your preferences or cancel your participation at any time. We reserve the right to terminate your use of Alerts at any time without notice. You may be automatically enrolled to receive certain alerts, such as security alerts, when you sign up for Digital Banking. For your protection, we will send you security alerts when certain activity occurs on your account. This includes, but is not limited to, sending you Alerts when your password, address or email address is changed online. You will receive these alerts via email and/or push notifications.
3. **Golden 1 Verification Alerts.** For your protection, we may require you to complete additional verification steps before allowing you to access Digital Banking Services. You may request from us a temporary identification code to verify your identity. This one-time temporary identification code will be sent via short message service ("SMS") message or an automated voice message to your mobile phone ("Verification Alert"). Entering this one-time temporary identification code on the Site along with your password assists us in confirming your identity and allows you to proceed with login to Digital Banking. Enrollment to receive Verification Alerts requires identification of your banking relationship as well as providing a mobile phone number. This program will be

ongoing. Message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. Carriers are not liable for delayed or undelivered messages. There will be one message per request.

You may terminate your participation in Verification Alerts at any time. To do so, respond to the verification text message with the word "STOP". You will receive a one-time opt-out confirmation text message. After that, you will not receive any future Verification Alerts. For help, send a text message with the word "HELP". If you have any questions, please contact our Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization accounts or visit **golden1.com**.

4. **Golden 1 Fraud Alerts.** For your protection, we may send you SMS messages regarding suspected or confirmed fraudulent activity on your Account(s) ("Fraud Alerts"). These alerts may include notifications of suspicious activity, prompts to confirm transactions, notices of temporary account restrictions, or instructions to contact us. Message frequency may vary based on account activity and risk conditions. Message and data rates may apply. Carriers are not liable for delayed or undelivered messages.

To opt out of SMS Fraud Alerts, reply "STOP" to any Fraud Alert message. You will receive a one-time confirmation message, and no further Fraud Alerts will be sent via SMS. Please note that opting out of SMS Fraud Alerts does not remove fraud monitoring on your account. We may continue to send fraud-related notices through other channels such as email, phone, or in-app alerts. For help, reply "HELP" or contact our Member Service Contact Center at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for Sole Proprietorship and Organization accounts or visit **golden1.com**.

If you have any questions regarding privacy, please read our Online Privacy Policy at **golden1.com**.

XII. G1 REWARDS PROGRAM

1. **Description.** This Section supplements the CashBack+ Terms and describes how the CashBack+ Loyalty (hereinafter "G1 Rewards") Program ("the Program") works. If any term in this Agreement conflicts with the CashBack+ Terms, this Agreement will control. To participate in the Program, you must also abide by the terms governing your Eligible Account with Golden 1, including the Disclosure of Account Information and the Digital Banking Services Agreement. All capitalized terms not defined herein shall have the same meaning as in the CashBack+ Terms agreement.

We may make changes to the Program and the terms of this Agreement at any time. If we make any changes to the Program, we will let you know on **golden1.com** or by mail. For example, we may:

- a. Add new terms or remove terms related to any part of the Program;
- b. Alter the types of Eligible Accounts;

- c. Limit the number of Eligible Purchases or Merchant Gift Card purchases you can make;
 - d. Limit the G1 Rewards Balance you can redeem;
 - e. Change our terms governing your ability to earn, redeem, or distribute cash back;
 - f. Cancel the Program and/or replace it with another program entirely.
2. **Eligibility.** You are eligible for the Program if you have an Eligible Account with Golden 1 in good standing. Keeping your account in good standing means that you maintain at least \$1.00 in your share account; you are not in default on any loan obligation to us; you bring your account to a positive balance as soon as possible after it has been overdrawn, and at least once every thirty (30) days; and, your account is not the subject of any legal or administrative order or levy, such as a bankruptcy or tax lien.

You may be disqualified from participating in the Program if you violate any duties of membership at Golden 1, as described in the Disclosure of Account Information. Such violation includes, but is not limited to, using or trying to use your account or any of our products and services for any unlawful transaction, or engaging in any activity that misuses our products or services or is deemed by us to be unusual, fraudulent, dishonest, deceptive, or destructive to Golden 1 or its property.

3. **G1 Rewards Expiration.** As long as your Eligible Account remains in good standing, as described in the preceding Section II, your G1 Rewards do not expire.
4. **Eligible Accounts.** You must have an eligible Golden 1 deposit account to participate in the Program. Golden 1 reserves the right to add or remove eligible deposit account types, at any time, in its sole discretion. If you have any questions about whether a particular deposit account is eligible, please contact us at 1-877-GOLDEN 1 (1-877-465-3361) or visit golden1.com.
5. **How G1 Rewards are Distributed.** Any G1 Rewards earned, as reflected in your G1 Rewards Balance, can be redeemed by transferring to an Eligible Account associated with your membership. Once credited, you may use the funds in your account to purchase eligible Merchant Gift Cards, subject to the terms and conditions outlined in the CashBack+ Terms.
6. **Earning G1 Rewards.** You may earn G1 Rewards for each qualifying net purchase (purchases less returns) made through your Linked Account as described in the CashBack+ Terms.

Collectively the aforementioned activity shall be the Member Account Accrual, as described within the CashBack+ Terms. Golden 1 may adjust the balance total to reflect the amount actually earned, in our sole discretion.

7. **Account Closure, Redemption and Forfeiture.** If you, any authorized signer, or Golden 1 closes your account for any reason, or your Golden 1 membership terminates

for any reason, as discussed in the Disclosure of Account Information, we will require that any G1 Rewards are redeemed prior to closure. Any amount not redeemed prior to account closure shall be considered forfeited by you.

8. **Redemption in Connection with Death or Incapacity.** Notwithstanding the preceding Section 7, if the Linked Account has one owner, and is closed in connection with the death or incapacity of the account holder, any unredeemed G1 Rewards shall be credited to the decedent's Golden 1 Regular Savings account prior to account closure.

Following notification to Golden 1 of the death of a joint account holder of any Linked Account, whereby at least one surviving owner remains on such account, and the decedent is the primary owner on the account, Golden 1 will credit any unredeemed G1 Rewards to the Linked Account. If the decedent is not the primary owner, the primary owner will still retain access to the G1 Rewards Program.

In addition, we may require that you update or change the Linked Account, if required, following the conclusion of Golden 1's deceased account process.

9. **Keeping your Linked Account Safe.** If you know or have any reason to suspect that the Linked Account credentials have been stolen or otherwise compromised, please contact us immediately, 1-877-GOLDEN 1/1-877-465-3361.

XIII. CREDIT SCORE SERVICE

1. **Description.**

As a feature of your digital banking account, we will provide you with your credit score and report (hereinafter "Credit Score Service"). This is a soft pull and will not affect your credit score. The Credit Score Service is not available to unincorporated organization accounts.

You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

[Click here](#) if you wish to decline enrollment in SavvyMoney services.

By clicking 'I Agree', you are accepting SavvyMoney's [Terms of Service](#) and [Privacy Policy](#) (unless you completed the decline enrollment instructions above). You may revoke this authorization at any time through your credit score profile settings.

2. **Opting Out.** You may revoke your authorization to the Credit Score Service at any time through your credit score profile settings.

XIV. GENERAL TERMS

1. **Service Providers.** We are offering you Digital Banking Services through one or more Service Providers that we have engaged to render some or all of 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 Digital Banking Services to you, we are the

sole party liable to you for any payments or transfers conducted using the Digital Banking Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with the 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.

2. **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for Digital Banking Services. We do not have control of, or liability for, any products or services that are paid for with Digital Banking Services. We also do not guarantee the identity of any user of Digital Banking Services (including, but not limited to, recipients to whom you send payments).
3. **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.
4. **Notices to Us Regarding Digital Banking Services.** Except as otherwise stated herein, notice to us concerning the Site or Digital Banking Services must be sent by postal mail to Golden 1 Credit Union, P.O. Box 15966, Sacramento, CA 95852. We may also be reached at 1-877-GOLDEN 1 (1-877-465-3361) or 1-877-909-5656 for sole proprietorship and organization accounts for questions and other purposes concerning 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.
5. **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 Digital Banking Services, emailing it to an email address that you have provided us, mailing it to any postal 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 Digital Banking setup or member profile. For example, users of 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, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in the Notices to Use subsection of these General Terms above. We reserve the right to terminate your use of

the Digital Banking Services if you withdraw your consent to receive electronic communications.

6. **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 INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), 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, text messages, and calls made by an ATDS from us or our affiliates and agents. Message and data rates may apply. If you provide us 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.
7. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy and other privacy notices in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
8. **Privacy of Others.** If you receive information about another person through Digital Banking Services, you agree to keep the information confidential and only use it in connection with Digital Banking Services.
9. **Prohibited Payments.** The following types of payments are prohibited through Digital Banking Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
 - a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
 - b. Payments that violate any law, statute, ordinance or regulation;
 - c. Payments that violate the "Acceptable Use" terms set forth below;
 - d. 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;
 - e. 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;

- f. 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
 - g. Tax payments and court ordered payments. 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.
10. **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 Digital Banking Services, regardless of the purpose of the use, and for all communications you send through 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 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.

11. **Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through 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 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 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).
12. **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.
13. **Failed or Returned Payment Instructions.** In using the 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 either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
- a. 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;
 - b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts 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. The aforesaid amounts will be charged in addition to any nonsufficient funds charges that may be assessed by us, as set forth in our Fee Schedule (including as disclosed on the Site) or your account agreement with us. 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

- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

14. **Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your 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 our Member Service Contact Center 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.
15. **Information Authorization.** Your enrollment in the applicable 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 Digital Banking Services, to authenticate you when you log in, to send you information about 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 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 Digital Banking Services:

- a. **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.
- b. **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 third party 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.

16. **Service Termination, Cancellation, or Suspension.** You may terminate this Agreement by accessing Digital Banking on the Site and un-enrolling in Digital Banking Services. You may also terminate your enrollment in Digital Banking Services at any time by providing oral or written notice to us and immediately discontinuing use of Digital Banking Services. If you do not utilize Digital Banking Services (by not logging on to Digital Banking) for three (3) consecutive months, your access to Digital Banking may be deactivated automatically. If this occurs and you wish to reactivate your access to Digital Banking, you must contact us by telephone or in person at any branch location. We reserve the right to require a written request before reactivating your Digital Banking access.

You agree that we may terminate or suspend your use of any or all 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.

17. **Intellectual Property.** All marks and logos related to 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, 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 Digital Banking Services or

display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to Digital Banking Services, the portion of the Site through which Digital Banking Services are offered, the technology related to the Site and 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 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.

18. **Links and Frames.** Links to other third-party websites may be provided on the portion of the Site through which the 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 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.
19. **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 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 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.

20. **Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the California, without regard to its conflicts of laws provisions. In the event of a dispute regarding Digital Banking Services, you and we agree to resolve the dispute by looking to this Agreement and to the Disclosure of Account Information applicable to your account(s). YOUR DISCLOSURE OF ACCOUNT INFORMATION 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.
21. **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.
22. **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 Â§ 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.
23. **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.
24. **Exclusion of Warranties.** THE SITE AND 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 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.

25. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR DIGITAL BANKING SERVICES AND THE PORTION OF THE SITE THROUGH WHICH DIGITAL BANKING SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, 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 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 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 DIGITAL BANKING SERVICES OR THE PORTION OF THE SITE THROUGH WHICH 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 DIGITAL BANKING SERVICES OR THE PORTION OF THE SITE THROUGH WHICH 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.

26. 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 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.

27. **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 Digital Banking Services and the portion of the Site through which 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. The provisions of these General Terms that relate to the following subjects will survive the termination of this Agreement: our commitment to your privacy, and your commitment to keep confidential any information received through our Digital Banking Services about another person; intellectual property; our remedies in the event you breach your obligations under the Agreement; limitations of our liability; and how to resolve disputes with us related to the Digital Banking Services. In addition, the Mobile Deposit Terms and Conditions section of this Agreement, as well as any other terms which by their nature should survive, shall also survive the termination 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, member service contact center personnel), the terms of the Agreement will prevail.

XIII. DEFINITIONS

The following definitions are used in this Agreement:

- "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- "ACH Network" means the funds transfer system governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- "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" means your Golden 1 Checking Account from which all Bill Payment 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, 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.
- "Deposit Instructions" means the Mobile Deposit Instructions.
- "Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- "Electronic Check" and "Electronic Returned Check" mean an electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, as defined in Regulation CC.
- "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 Digital Banking, or accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions.
- "Electronically-Created Item" is an electronic image that has all the attributes of an Electronic Check or Electronic Returned Check but was created electronically and not derived from a paper check, as defined in Regulation CC.
- "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 checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information. For External Transfer Service,
- "Eligible Transaction Account" shall be limited to a checking, money market or savings account that you hold with us.
- "Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Image Exchange Items or Substitute Checks.
- "Exception Payments" means payments to deposit accounts or brokerage accounts, or payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

- "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- "Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.
- "Imaged Item" means the digitized image of a Check created by you and transmitted to us using the Mobile Deposit Service.
- "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.
- "Mobile Application" means the software installed on a Supported Mobile Device to authenticate you and for you to use the Mobile Deposit Service.
- "Mobile Deposit Instructions" means all instructions relating to the Mobile Deposit Service which we may provide to you through the Mobile Application from time to time in connection with the Mobile Deposit Service.
- "Mobile Deposit Service" means the use of the Mobile Application on a Supported Mobile Device to enable you to capture digitized images of Checks and electronically transmit those images to us for digital processing and deposit to your account at Golden 1.
- "Network Financial Institutions" means financial institutions that have partnered with Zelle®.
- "Non-Cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; or (iii) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.
- "Non-Qualifying Item" means Non-Cash Items, Items payable in a medium other than United States money, warrants, Items payable to third parties, demand drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items stale-dated by six (6) months or more or post-dated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items returned unpaid for any reason and any Item exceeding your transaction limitations as established by us from time to time.
- "Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.
- "Overdraft Account" means the share account or line of credit designated by you in a separate agreement with us to cover checks when there are insufficient funds available in your Payment Account.
- "Payment Account" means your Golden 1 checking account from which all bill payments and personal payments will be made.
- "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described in connection with a specific Service. For Bill Payment, it is further defined as the information provided by you to the Bill Payment Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

- "Payor Financial Institution" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item. "Receiver" means a person or entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.
- "Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.
- "Requestor" means a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.
- "Scheduled Payment" is a payment that has been scheduled through the Bill Payment Service but has not begun processing.
- "Scheduled Payment Date" is the day you want your Biller or Receiver to receive your payment and is also the day your Payment Account will be debited (except for laser draft payments), unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.
- "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 Digital Banking is authorized, protected and secure.
- "Sender" means a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.
- "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of Digital Banking Services to you on our behalf.
- "Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
- "Supported Mobile Device" refers to iPhone® and Android smartphones, or other devices as determined by us, with system requirements capable of supporting the Mobile Application. On Android devices, members must download and successfully install the Mobile Application from Google Play. On iPhone devices, members must download and successfully install the Mobile Application from the App Store®.
- "Transaction Account" means the transaction account (checking, money market or other direct deposit account) from which the Sender's personal payments and fees will be debited, and the transaction account to which the Receiver's personal payments and credits will be deposited.
- "Transfer Instruction" is a specific Payment Instruction that you provide to the External Transfer Service for a transfer of funds.
- "UCC" means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Agreement.
- "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.
- "User" means you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle®.
- "Zelle® Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle® Payment Service.

- "Zelle® Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle® Payment Requests through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services. Users that access the Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of "Zelle® Payment Service".

It is recommended that you retain this document for future reference.