



Logix Mobile Banking Terms and Conditions Agreement

With Combined Mobile Banking and Online Banking Service Agreement

The Logix Mobile Banking Application allows you to use your smartphone to access, view, manage, initiate transfers, and make deposits to your Logix accounts. In this Logix Mobile Banking Terms and Conditions Agreement, the words "you", "your", "yours", "user", and "users" mean each and every one of you who downloads, registers or enrolls, or utilizes the Logix Mobile Banking Application and Logix Mobile Banking service. "Logix Mobile Banking", "Mobile Banking", "Mobile Banking App", "Application", and "App" each mean the Logix Mobile Banking Application. "Logix Mobile Banking service", "Mobile Banking service", and "Services" refer to the various and specific services available with the Logix Mobile Banking Application. The words "we", "us", "our", and "Logix" each mean Logix Federal Credit Union. "Agreement" means this Logix Mobile Banking Terms and Conditions Agreement with Online Banking Service Agreement and Disclosure.

When you download the Logix Mobile Banking Application and register and enroll in the Logix Mobile Banking service you are also automatically registered and enrolled in Logix Online Banking. This Logix Mobile Banking Terms and Conditions Agreement includes a Combined Mobile Banking and Online Banking Service Agreement which is part of this Logix Mobile Banking Terms and Conditions Agreement and applies to those Mobile Banking services available with the Logix Mobile Banking Application as well as to the Online Banking services available with our Online Banking Service.

The Logix Mobile Banking App may not be available for download or use outside the United States of America. The Logix Mobile Banking App is not intended for download or use by any minor (persons under the age of 18) and Logix is not responsible for any such download, access, or use. You must be a Logix Federal Credit Union account holder to use the Logix Mobile Banking Application and Logix Mobile Banking services.

This Logix Mobile Banking Terms and Conditions Agreement governs the Logix Mobile Banking Application that you download to your smartphone or other approved mobile device, the services made available with the Application, and your and our rights and responsibilities and the terms and conditions under which this Logix Mobile Banking Application and the related Mobile Banking services and Logix Online Banking services are provided. **Please read carefully. If you do not agree to this Agreement, do not install or use the Application.**

Electronic Consent. When you download the Logix Mobile Banking Application and register or enroll in the Logix Mobile Banking service, or permit another to register or enroll and/or use Logix Mobile Banking Application and Logix Mobile Banking service on your behalf, you consent to conduct business with us electronically for the Logix Mobile Banking service, acknowledge receipt of this **Logix Mobile Banking Terms and Conditions Agreement with Online Banking Service Agreement and Disclosure**, and agree to be bound by all terms and conditions contained herein and the terms and conditions reflected in Logix Mobile Banking online instruction and "Help" information pages as well as all of the other Logix agreements we have with you governing your Logix accounts, loans, products and services. Logix reserves the right and may amend, modify, add to, delete, or change, any term, condition, or charge for the Services described in this Agreement by notifying you of any such material change in writing; "in writing" includes Text, email, U.S. Mail, and posting a notice to our public website. Your continued use of the Mobile Banking App will indicate your acceptance of the revised Agreement.

Withdrawing Consent. You have the right to withdraw your electronic consent to conduct business electronically in connection with the Logix Mobile Banking service by deleting the Logix Mobile Banking App from your smartphone or other approved mobile device on which the App was installed. Deleting the App on your smartphone or other approved mobile device will not automatically unenroll you or terminate your Logix Online Banking Service. You can also withdraw your consent by telephoning us at 800-328-5328, by notifying us electronically via Secure Messaging at www.lfcu.com/contact-us, by sending your instructions to us via U.S. mail to Logix, PO Box 6759, Burbank CA 91510, or by visiting one of our branches. If you withdraw your consent you will no longer have access to Logix Mobile Banking via your smartphone or other approved mobile device.

All Agreements and Disclosures Are "In Writing". This Logix Mobile Banking Terms and Conditions Agreement, which is provided electronically, is considered "in writing" and is available to you in a form you may keep at www.lfcu.com or by requesting a paper copy from us.

Obtaining Paper Copies of Agreements. You can obtain a paper copy of this Agreement by visiting our website at www.lfcu.com and downloading and/or printing it yourself. Logix agreements and disclosures posted to our website are provided/available in PDF format; Adobe Acrobat Reader 6.0 or later version is required - A free copy of Adobe Acrobat Reader may be obtained from the Adobe website at <http://www.adobe.com>. You can also obtain paper copies by contacting us at 800-328-5328. Paper copies are provided free of cost when sent by us to you through regular U.S. mail. If you request a paper copy to be sent to you other than through the regular U.S. mail you may be charged a fee.

Required Email Address. To register for Logix Mobile Banking and for us to communicate with you, you must have a valid and active email address on record with us. It is your responsibility to promptly notify us of any changes to your email address. You can update your email address with us by calling us at 800-328-5328 or updating your personal information email address via our internet Online Banking Service, or by submitting your change to us in writing via mail to Logix, PO Box 6759, Burbank CA 91510, or by visiting one of our branches.

Revisions and Amendments. Logix may amend the terms of this Logix Mobile Banking Terms and Conditions Agreement and its other agreements and disclosures from time to time without notice, except as may be required by Law. We may modify or terminate the Logix Mobile Banking Application and Logix Mobile Banking service, or other service available through Logix Mobile Banking, at any time at our discretion and without notice, except as may be required by Law. You may be required to affirmatively accept any revised version or amended or changed term or modification in order to continue using Logix Mobile Banking. Any use of Logix Mobile Banking after any revision or amended or changed term or modification constitutes your agreement to such changes or revised version. Further, we may revise, update, upgrade or enhance the Logix Mobile Banking Application and Logix Mobile Banking service and/or related applications or services 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 Logix Mobile Banking Application and Logix Mobile Banking service and/or related applications and services, and limit access to only the most recent version, revision, update, upgrade or enhancement of the Application and service and/or related applications and services.

Other Logix Agreements and Disclosures Govern and Apply. When using Logix Mobile Banking App you understand and agree that you are also governed by the terms and conditions of all Logix product and service agreements and disclosures relating to your Logix membership, credit card, debit card, accounts, products, services, and fees, which are incorporated herein by this reference. In the event of any inconsistency between this Agreement and Disclosure and any other Logix agreements and disclosures, the provisions of this Agreement and Disclosure will apply to the extent of any inconsistency.

Hardware and Software Requirements. Minimum hardware and software requirements for the Logix Mobile Banking Application and the eDeposit Mobile Service is an iPhone/iPad running iOS 9.0 or later or Android phone running OS 6.0 or later, equipped with a camera, Internet access connectivity, and active/operating email address. Other mobile devices may be used but are not supported.

If you are using your Mobile Banking App Username and Password to access our Online Banking Service via our website, the minimum hardware and software requirements for the Online Banking service are a computer (desktop computer, laptop, or tablet) with Microsoft Windows OS 10 or later or Apple Mac OS X 10.x or later, Internet Explorer 11+, Firefox 10.0+, Safari 5.1.10+, or Google Chrome internet browser, with 128-bit SSL encryption; JavaScript and cookies enabled, Internet access and connectivity, an active/operating email address, Adobe Reader software to access and view documents provided to you in PDF format, and sufficient memory and drive space capacity to download and save PDF documents and/or import account transaction activity to your computer.

By accepting this Agreement you confirm that you have access to the necessary functioning hardware and software and agree to maintain, at your expense, the minimum hardware and software as specified by us. Notwithstanding your implementation of the appropriate hardware and software, you acknowledge and agree that there are certain risks associated with use of services over the internet, including security risks, and you expressly assume these risks.

You must ensure that you timely update your web browser and mobile access device, as well as using commercially reasonable anti-virus, anti-spyware, and other internet security software. Logix is not responsible for any third party software you may need to use or access the Mobile Banking App or Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Logix reserves the right to change hardware and/or software requirements. If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access the Logix Mobile Banking Application or Services, we will give you notice of the revised hardware or software requirements via email, text, or posted on our website. Your continued use of the Mobile Banking service after we send you notice of the change is reaffirmation of your consent and acceptance of the changed requirements. We may discontinue the support of any internet browser or other software at any time and without advance notice if we believe that it suffers from a security flaw or other flaw that creates a risk or otherwise makes it unsuitable for use with Logix Mobile Banking. Such discontinuation could result in the unavailability of the App or specific Services to those with such identified internet browser or software.

Creation and Confidentiality of your User Name and Password. You are required to create a Username and Password in connection with your registration or enrollment and use of the Logix Mobile Banking Application. You are required to create a complex Username and Password so that others cannot guess or figure out what they are. The Username and Password are required for security purposes in connection with the authentication of your access to the Application and service, including the ability to transfer between accounts, transfer funds to others, and make payments to third parties. Your Username and Password are confidential and should NOT be disclosed to others or recorded on documentation or other records. You are responsible for the proper safekeeping of your Username and Password. You agree not to disclose or otherwise make your Username and Password available to anyone. If you authorize anyone to use your Username and Password that authority shall continue until you specifically revoke such authority by changing the Username and Password or by notifying us and creating a new Username and Password. You understand that if you reveal your Username and Password to anyone, you have authorized that individual to transfer funds from accounts that can be accessed by the Application and the Username and Password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any other means. See the “**Allowing Access to Other Persons**” section below for additional IMPORTANT information. If you fail to maintain security of your Username and Password and we suffer a loss, we reserve the right to terminate your Logix Mobile Banking Application and Logix Mobile Banking service, as well as your other Logix account and loan products and services. Users of Logix Mobile Banking should utilize such other Username and Password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities.

Sign In To Mobile Banking With iPhone Touch ID or Android Fingerprint Authentication. If you have enabled iPhone Touch ID or Android Fingerprint Authentication to unlock your smartphone, your fingerprint may be used to log in to the Logix Mobile Banking Application, provided you have also activated Touch ID or Fingerprint Authentication and created a passcode in the Mobile Banking App. You can add or remove Touch or Fingerprint Authentication to unlock access to your smartphone from your smartphone’s Settings menu. You should only enable Touch ID or Fingerprint Authentication access to Mobile Banking if you are the only person who has registered fingerprints on your smartphone, otherwise any other registered fingerprint can access your account information in Mobile Banking using Touch ID or Fingerprint Authentication. Logix does not have access to your fingerprint information.

Allowing Access to Other Persons. You acknowledge and agree that a single Mobile Banking and/or Online Banking login Username and Password may allow you access to all Logix accounts that you either own or on which you are an authorized signer. If you provide other persons your Mobile Banking and/or Online Banking login Username and Password, you acknowledge that you are permitting such persons to transact on all accounts and lines of credit you can access through such login Username and Password on Mobile Banking and Online Banking, including any overdraft protection that may be triggered as a result, even if the person is not an owner or authorized signer on any or all of the accounts. As a result, you are responsible and assume the risk for all transactions on the account(s) by any such persons who you provide your Mobile Banking and/or Online Banking login Username and Password, or anyone they share such information with, even if they exceed the scope of any authority you provide such persons such persons and/or initiate fraudulent or unauthorized transactions.

Fee. There is no fee for Logix Mobile Banking; however, data and messaging rates charged by your mobile service provider or other internet service provider may apply and you are responsible for such charges.

Lost or Stolen Devices. In the event your smartphone or other approved mobile device is lost or stolen, you agree to notify us immediately at 800-328-5328 and to take appropriate action to disable the use of such device. You understand that there are risks associated with using a smartphone or other approved mobile device, and that in the event of loss or theft your confidential information could be compromised.

Notice to You. You agree that we may provide notice to you regarding the Logix Mobile Banking Application and/or the Logix

Mobile Banking service and any related matter by sending you a message through the App or within the service, emailing it to the email address that you have provided to us, or mailing it to you via U.S. mail to your address as shown on our records.

Other Limitations of Liability and Disclaimer of Warranties. You are solely responsible for the selection, maintenance, security, and operation of your smartphone or other mobile device, software, email, internet service provider, and mobile service provider. Logix Federal Credit Union expressly disclaims any and all liability as relates to the improper use of your smartphone or other mobile device and the access and transmission of data except as provided by statute. Logix is not responsible for any errors or failures due to any malfunction of your hardware or software, the unsuitability of your smartphone, mobile device, or software, or any virus, or problem that may be associated with the use of an online mobile application.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT AND DISCLOSURE, LOGIX WILL NOT BE RESPONSIBLE FOR ANY CLAIM, INJURY, LOSS, LIABILITY, COST, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES RESULTING FROM YOUR USE OF THE LOGIX MOBILE BANKING APPLICATION AND MOBILE BANKING SERVICE, OR OTHERWISE ARISING UNDER THIS AGREEMENT. LOGIX MAKES NO WARRANTY THAT THE LOGIX MOBILE BANKING APPLICATION WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE. LOGIX EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY, IN RELATION TO THE LOGIX MOBILE BANKING APPLICATION.

Termination or Change. We reserve the right, in our sole discretion, to discontinue or terminate Logix Mobile Banking Application, or to terminate or change any term or condition relating to the Logix Mobile Banking Application and Logix Mobile Banking service. We will provide you with notice of any such termination or change as required by law.

Enforcement. You agree that you will be liable to the Logix Federal Credit Union for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your Logix 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. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement.

Ownership and License. You agree that we retain all ownership and proprietary rights in the Logix Mobile Banking Application and Logix Mobile Banking services, associated content, technology, and website(s). Your use of the Application is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Application. Without limiting the restriction of the foregoing, you may not use the Application (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the business interest of Logix, or (iii) to actual or potential economic disadvantage in any aspect to Logix. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Application.

Confidentiality. We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau, our service provider, or the government; (3) In order to comply with government agency or court orders; or (4) If you give us your written permission.

Relationship. This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Waiver. Our failure to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition of this Agreement shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and we shall have all remedies provided herein with respect to any subsequent act which would have originally constituted a violation of this Agreement.

Force Majeure. You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Logix Mobile Banking Application and Logix Mobile Banking services due to causes beyond our reasonable control.

Other Terms. You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Governing Law. You understand and agree that this Logix Mobile Banking Terms and Conditions Agreement with Online Banking Service Agreement and Disclosure and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

MOBILE BANKING SERVICES. Logix Mobile Banking services include and allow you to:

- eDeposit Mobile – to make check deposits (*not all members qualify*)
- Card Management of your Logix Credit and Debit Cards
- View account balances, history, transaction detail, and paid checks
- Transfer funds between your Logix accounts and make loan payments
- Obtain cash advances against your Credit Card, ReadyLine of Credit, and Home Equity Line of Credit
- Transfer funds to or from your accounts at other financial institutions through our MoneyMover Service (*you must specifically enroll in this service*)
- Pay your bills with our Web BillPay Service (*you must specifically enroll in this service*)

eDEPOSIT MOBILE REMOTE DEPOSIT CAPTURE SERVICE. This eDeposit Mobile Remote Deposit Capture Service section contains the terms and conditions for the use of Logix Federal Credit Union's eDeposit Mobile remote deposit capture service that we may provide to you.

1. **Services.** The remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts remotely by electronically transmitting a digital image of your paper checks to Logix or processor designated by Logix.
2. **Member Eligibility.** You understand that you must be a Logix member in good standing to qualify for the Services. Not all members will qualify.
3. **eDeposit Mobile Banking Icon.** If you meet the preselected eligibility criteria for the Services, you will receive a response when you use the icon for eDeposit Mobile so that you can capture and transmit check images (front and back) and other information to us electronically for deposit. If you are not sure if you qualify for the Services, call our Member Service Center at (800) 328-5328.
4. **Compliance with Laws.** You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Services, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Services we provide. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and this Agreement.
5. **Limitations of Services.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
6. **Eligible Items for Deposit.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Regulation CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in California.

7. **Unacceptable Items for Deposit.** You understand and agree that you will not use the Services to deposit the following items:
- Any item payable to any person, entity, trust, fiduciary, authorized signer, or other, who, according to our records, is not named as an account owner on the Logix account to which the check is being deposited, or an item in which the name of the person or entity to which the check is payable is not the same as the title or vesting of the Logix account to which the check is being deposited.
 - Any third party check, i.e., any item that is made payable to any party who, according to our records, is not an owner of the Logix account to which the check is being deposited, regardless of whether the check has been endorsed over to you by the payee.
 - Any item drawn on the same Logix account to which it is being deposited.
 - Any item that contains evidence of alteration to the information on the check.
 - Any check previously converted to a “substitute check,” as defined in Regulation CC.
 - Any item issued to you by a financial institution in a foreign country.
 - A “remotely created check.”
 - Any item that is “stale dated,” expired, or “postdated”.
 - Any item that is “non-negotiable” (whether stamped in print or as a watermark).
 - Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.
 - Any item deposited more than once or deposited at more than one financial institution.
 - Any item that does not meet the Accountholder’s Warranties as set forth below.
 - Any item that is incomplete, i.e., any item not dated, missing the payee, missing the numeric or written dollar amount, not signed by the maker/payor, missing the check routing or account number, or not properly endorsed, or missing any element of the required restrictive endorsement information (see “Check Requirements and Restrictive Endorsement” below).
 - Cash.
 - Savings Bonds.

Deposits of this nature will result in the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account.

8. **Check Requirements and Restrictive Endorsement.** Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to us by you.

Prior to taking a photo of the original check, you must restrictively endorse all checks transmitted to us through the Services.

Your restrictive endorsement on the back of the check must reflect and include all of the following:

1. On the first line, **sign the check** (*this will be your signature(s) or your business name, as applicable*)
2. On the second line, put “**For Mobile Deposit Only at Logix**”

You agree to follow any and all other procedures and instructions for use of the Services as Logix may establish from time to time. The photo image of the check transmitted to us using the Services must accurately and legibly provide, among other things, the following information: (1) your restrictive endorsement as indicated above; (2) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and (3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. The Service may reject your deposit if the photo image is not satisfactory. Our receipt of the photo image does not guarantee we can accept the photo image.

9. **Receipt of Items.** Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image by a confirmation screen upon the conclusion of your transaction. You understand that, in the event you receive a notification from us confirming

receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Services, we may ask you to provide the original item, because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

10. **Rejection of Deposit.** We are not liable for any fees, service, or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.
11. **Items Returned Unpaid.** A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, including any applicable fees. Please refer to the current Schedule of Service Changes or Fee Schedule for Business Accounts for the amount of these fees.
12. **Availability of Funds.** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3 p.m. Pacific Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3 p.m. Pacific Time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Burbank, California. You understand that following our receipt and processing of the image, funds from the check will generally be made available for your withdrawal and/or use on the **second** business day after we receive your deposit; **however, longer delays may apply.** You understand that we may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You also understand that credit is provisional until settlement is final. Refer to our Holds and Deposited Funds Availability Policy located in the Membership and Accounts Agreement and Disclosure and/or the Business Accounts Agreement and Disclosure for complete information.
13. **Email Address.** You agree to notify us immediately if you change your email address. You can change your email address in the Online Banking System.
14. **Unavailability of Services.** You understand and agree that the Services may at times be temporarily unavailable due to Logix system maintenance or technical difficulties including, but not limited to those of the Internet service provider and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branches or through our ATMs or by mailing the original check to Logix, P.O. Box 10249, Burbank, CA 91510-0249. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into Mobile Banking or Online Banking, and verify your deposit was received. The credit will be provisional until the deposit has cleared.
15. **Security, Control, Retention and Disposal of Checks.** Upon your receipt of a confirmation from Logix that we have received the photo image of the item (the check), you agree to prominently mark the check/item as **“Electronically Presented”** or **“RDC and the date”** to ensure that it is not re-presented for payment. The check must contain the required restrictive endorsement as indicated in the “Check Requirements and Restrictive Endorsement” section above.
 - You agree to securely store each original check that you deposit using the Services for a period of at least sixty (60) days after transmission to us. After sixty (60) days and no later than ninety (90) days after you transmit and we accept the photo image of the original check, you will safely, securely and irretrievably destroy the original check.
 - You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
 - Your physical control and security over the original checks you receive, deposit, store and maintain is imperative. You understand that Logix may request information from you in the form of a questionnaire, self-assessment, or otherwise, as to the manner in which you physically store, secure, control and maintain any and all original checks

and any related processes, and you agree to provide us with such information in writing promptly upon request. Logix has the right to audit the information and any stated controls or security procedures provided, including location visits, and to recommend specific controls or procedures to ensure that checks are adequately safeguarded. Logix may terminate eDeposit capabilities if, in our opinion, the security and control over checks is inadequate.

- You agree never to re-present the check for deposit to Logix or any other financial institution.
 - You will promptly provide any retained check to Logix as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide the original check you will be liable for any unresolved claims by third parties and your account will be debited for the amount of the check. You agree to promptly request a copy of the check from the maker if we request you to do so.
16. **Deposit Limits.** Your eDeposit daily deposit limit will be displayed in the App. We reserve the right, at our sole discretion, to impose stricter limits on the daily deposit amount, check amount and/or number of daily deposits that we will accept using the Services, and to modify any such limits at any time without advance notice to you.
17. **In Case of Errors.** You agree to immediately notify us of any suspected errors regarding checks deposited through the Services by calling (800) 328-5328 or emailing us through the Online Banking Secure email service.
18. **Periodic Statement.** Any remote deposits made through the Services will be reflected on your monthly periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.
19. **Ownership & License.** You agree that we retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the business interest of Logix, or (iii) to actual or potential economic disadvantage in any aspect to Logix. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
20. **DISCLAIMER OF WARRANTIES.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR LOGIX'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.
21. **LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF LOGIX HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
22. **Accountholder's Warranties.** You make the following warranties and representations with respect to your use of the Services and each image of an original check you transmit to us using the Services:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
 - The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
 - Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
 - Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.
 - Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
 - You have not knowingly failed to communicate any material information to us.
 - You will retain possession of each original check deposited using the Services for the required retention period and neither you nor any other party will submit the original check for payment.
 - Your account into which you deposit checks using the Services, and the funds from such checks, are only used for consumer purposes and not for business purposes.
 - You will not use the Services and/or your accounts for any illegal activity or transactions.
 - Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
23. **Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.
24. **Termination of the Services.** You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.
25. **Relationship to Other Disclosures.** The information in this eDeposit Mobile Remote Deposit Capture section applies only to the Services described herein. Provisions in other disclosures and disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your account.
26. **Governing Law.** You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.
27. **Confidentiality.** You acknowledge and agree that confidential data relating to the Services, marketing strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.
28. **Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.
29. **Relationship.** This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.
30. **Force Majeure.** You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to causes beyond our reasonable control.
31. **Other Terms.** You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.
32. **Definitions.**

Check (as defined in Regulation CC) a negotiable demand draft that is drawn on:

- Or payable through or at an office of a bank or credit union;
- A Federal Reserve Bank or a Federal Home Loan bank;
- The Treasury of the United States;
- A state or local government that is not payable through or at a bank or credit union
- A United States Postal Service money order;
- A Traveler's check drawn on or payable through or at a bank or credit union
- An original check.

Item (as defined in Article 4 of the California Commercial Code) means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

Remotely Created Check (as defined in Regulation CC) A check that is not created by the paying bank and does not bear a signature by the person on whose account the check is drawn, but is authorized by the account owner.

Substitute Check (as defined in Regulation CC) is a check reproduction of an original check that

- Contains an image of the front and back of the original check;
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured.
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and
- Is suitable for automated processing in the same manner as the original check.

CARD MANAGEMENT. Details as to the Card Manager features and their use are provided on the Application's Help (?) pages and are not included in this Agreement; however, important information specifically about the Card OFF feature, Alerts and Alert Preferences and Recent Transactions are listed below:

- **Card OFF Feature.** The App allows you to turn your Logix Credit Card and/or Logix Debit Card ON or OFF. **If you select OFF, all transactions conducted or initiated using your Logix Credit or Debit Card or Card information will be denied,** including denial of any and all preauthorized and recurring transactions you have set up with merchants, vendors, and others. Transactions that are denied mean non-payment to the merchant or others (such as recurring bill payments to utilities, service providers, and financial institutions) and can result in fees or charges to you by the merchant or other for such non-payment.
- **Alerts and Alert Preferences.** Alerts are sent in two ways: (1) As a "real time" Alert (similar to a public announcement alert) which is temporarily displayed on the face of the smartphone or other mobile device outside of the App login; and, (2) As a Transaction Alert displayed in Messages when you login to the App. "Real time" Alerts can be seen by anyone who handles your smartphone or other mobile device without logging into the App so you should implement and activate passcode and auto-lock security and any such other appropriate precaution to ensure that "real time" Alerts are not viewed or accessed by unauthorized persons. When multiple smartphones or mobile devices are used to login into Logix Card Manager, only the device set as Primary ON will receive "real time" Alerts; in these instances, only one device can have the Primary setting ON. All users have access to Transaction Alerts from Messages. The App permits you to set your Alert Preferences to All Transactions or Preferred Transactions. The most recent fifty (50) Transaction Alerts are displayed and available for seven (7) calendar days.
- **Recent Transactions.** The Recent Transactions feature displays only Logix Credit Card and Logix Debit Card transactions completed after you register the Logix Mobile App and will display a maximum of the fifty (50) most recent transactions in the last thirty (30) calendar days. Recent Transactions will reflect posted, pending, and denied Logix Credit and Debit Card transactions. Other types of transactions posted to your account are not displayed.

Nightly Processing Limitations and System Unavailability. Logix completes nightly processing between approximately 10:30 p.m. and 12:00 Midnight (and between approximately 10:30 p.m. and 1:30 a.m. Pacific Time on Saturdays and each month-end). **During that time the Card ON/OFF feature will not function.** Card Management features may be unavailable or delayed during nightly processing and other times due to scheduled maintenance, system and version upgrades, unscheduled maintenance, or system outage. We will make all reasonable efforts to ensure the availability of all Card Manager features; however, we are in no way liable for system unavailability or any consequential damages that may result.

Card Transaction Disputes and Liability. Your rights, responsibilities, the process to inquire and submit questions, report errors and dispute transactions, and liability for unauthorized use of your Logix Credit Card and/or Debit Card are set forth in the applicable Logix Credit Card and Logix Debit Card agreements and disclosures. Please refer to those Logix agreements and disclosures for complete information and details.

COMBINED MOBILE BANKING AND ONLINE BANKING SERVICE AGREEMENT:

When you register and enroll in Logix Mobile Banking you are also automatically registered and enrolled in the Logix Online Banking Service. The following sections and services apply to the Mobile Banking service and the Logix Online Banking service, unless otherwise indicated. To access our website Online Banking Service directly, go to www.lfcu.com and enter your Username and Password. Some provisions of this Agreement that appear above may also be duplicated below.

SERVICES: With the Logix Mobile Banking App the Logix Online Banking service, you can access and view your Logix accounts, process transactions 24 hours a day seven days a week, and:

- View account balances, history, transaction detail, and paid checks;
- Transfer funds between accounts and make loan payments;
- Obtain cash advances against your Logix Credit Card, ReadyLine of Credit, and Home Equity Line of Credit;
- Block your Logix Debit or Credit Card;
- Export your account activity to Quicken / Money (**not available in Mobile Banking**);
- Obtain and customize reports that identify and track your spending;
- Set up Alerts to notify you of new transactions and balance changes your accounts;
- Receive your Logix Account Statements, Credit Card Statements, Mortgage Statements, and Home Equity Line of Credit Statements online electronically with our e-Statement Service (*you must specifically enroll in this service and change your Delivery Preferences to "Electronic"*);
- Receive Notices, electronically;
- Open new Logix savings, checking and certificate accounts (**not available in Mobile Banking**);
- Apply for a Vehicle Loan, Credit Card, Mortgage Loan, or Home Equity Line of Credit (**not available in Mobile Banking**);
- Transfer funds to or from your accounts at other financial institutions through our MoneyMover Service (*you must specifically enroll in this service*);
- Pay your bills with our Web BillPay Service or Business Bill Payment Service (for business accounts) - (*you must specifically enroll in this service*). **The Business Bill Payment service is not available in Mobile Banking**;
- Upload and store documents using the eDocuments feature (**not available in Mobile Banking**);
- Update your Logix account Profile Information, such as phone number, email address, and street address, and change your Online Banking Username and Password;
- Order checks;
- Secure messaging; and,
- Chat live with a Logix Member Service Officer.
- **NOTE: NOT ALL SERVICES MAY BE AVAILABLE TO ALL BUSINESS ENTITY ACCOUNT TYPES**

- **e-Statement Service (You must set your Delivery Preferences to "Electronic" and enroll in this service):** You can receive your Logix Account Statements, Credit Card statements, Mortgage Statements, Home Equity Line of Credit Statements, and Home Equity Line of Credit and ReadyLine Billing Notices, other Notices, and Tax Statements online electronically when you set your Delivery Preferences to "Electronic Statements" and enroll in the e-Statement Service. With the e-Statement service you can "go-green", eliminate paper statements, and reduce risk by no longer having these paper statements and notices sitting in your U.S. mailbox. The complete **e-Statement Service Agreement and Disclosure** is provided when you enroll in this specific service, with select provisions appearing below.
- **External Account Transfers - MoneyMover Service (You must enroll in this service):** With the MoneyMover Service you can set up one-time or recurring funds transfers to and from your accounts at other financial institutions, to and from your Logix accounts. **This service may not be available to all business entity account types.**
- **Web Bill Payment Service (You must enroll in this service):** Pay your bills online with our Web BillPay Service or Business Bill Payer (for business accounts). Web Bill Payments can only be made from your checking account. A separate Bill Payment Service Terms and Conditions Agreement and Disclosure will be provided to you in connection with your enrollment in this specific service. By enrolling in the Web BillPay Service you will also have access to the **Popmoney Personal Payments Service** which allows you to make person-to-person payments to other parties. Restrictions apply. A

separate Popmoney Service Agreement will be provided to you in connection with your enrollment in this specific service. **For Business Bill Payment (for business accounts) you may be directed to enroll at a specific web location or portal outside of Online Banking.** A separate Business Bill Payment Service Terms and Conditions Agreement and Disclosure will be provided to you on connection with your enrollment in this specific service. The Popmoney Service is not available for Business Bill Payer (for business accounts). **Business Bill Payment service is not currently available on the Mobile Banking App.**

CHARGES AND FEES: There is no charge for the Mobile Banking service, Online Banking service, e-Statement service, MoneyMover service, Web BillPay service, or Business Bill Payer (for business accounts) service. Specific transaction-related fees may apply to the Web BillPay service and Popmoney service, and Business Bill Payer (for business accounts) - refer to the Web BillPay Service and Popmoney Service agreements, or the Business Bill Payer service agreement for complete information. You are solely responsible for the payment of any Internet Service Provider and telephone and utility company charges incurred in connection with accessing our Mobile Banking and Online Banking services.

DEFINITION OF OTHER TERMS:

- **ACH** means an electronic funds transfer transaction processed through the Automated Clearing House.
- **Business Day** means Monday through Friday, except Federal holidays.
- **Consumer Account** means an account owned by one or more individuals and used for personal, family, or household purposes. **Where indicated, Consumer Accounts also includes Sole Proprietorship Accounts.** Other business entity account types are considered Non-Consumer Accounts.
- **Law** means Federal Law applicable to this Online Banking service, and to the extent not superseded by Federal Law, the Laws of the State of California, and the Laws of the state applicable to your Share Account, if applicable.
- **Loan Account** means an eligible personal loan, line of credit, credit card, home equity loan, home equity line of credit, and residential mortgage loan. As other loan types become eligible, they will be subject to the terms of this Agreement.
- **Share Account** means an eligible savings, checking, money market, or certificate account owned by you.

HARDWARE AND SOFTWARE REQUIREMENTS: Minimum hardware and software requirements for the Logix Mobile Banking Application and the eDeposit Mobile Service is an iPhone/iPad running iOS 9.0 or later or Android phone/tablet running OS 6.0 or later, equipped with a camera, Internet access connectivity, and active/operating email address. Other mobile devices may be used but are not supported.

If you are using your Mobile Banking App Username and Password to access our Online Banking Service via our website, the minimum hardware and software requirements for the Online Banking service are a computer (desktop computer, laptop, or tablet) with Microsoft Windows OS 10 or later or Apple Mac OS X 10.x or later, Internet Explorer 11+, Firefox 10.0+, Safari 5.1.10+, or Google Chrome internet browser, with 128-bit SSL encryption; JavaScript and cookies enabled, Internet access and connectivity, an active/operating email address, Adobe Reader software to access and view documents provided to you in PDF format, and sufficient memory and drive space capacity to download and save PDF documents and/or import account transaction activity to your computer.

By accepting this Agreement you confirm that you have access to the necessary functioning hardware and software and agree to maintain, at your expense, the minimum hardware and software as specified by us. Notwithstanding your implementation of the appropriate hardware and software, you acknowledge and agree that there are certain risks associated with use of services over the internet, including security risks, and you expressly assume these risks.

You must ensure that you timely update your web browser and mobile access device, as well as using commercially reasonable anti-virus, anti-spyware, and other internet security software. Logix is not responsible for any third party software you may need to use or access the Mobile Banking App or Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Logix reserves the right to change hardware and/or software requirements. If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access the Logix Mobile Banking Application or Services, we will give you notice of the revised hardware or software requirements via email, text, or posted on our website. Your continued use of the Mobile Banking service after we send you notice of the change is reaffirmation of your consent and acceptance of the changed requirements.

We may discontinue the support of any internet browser or other software at any time and without advance notice if we

believe that it suffers from a security flaw or other flaw that creates a risk or otherwise makes it unsuitable for use with Logix Mobile Banking. Such discontinuation could result in the unavailability of the App or specific Services to those with such identified internet browser or software.

CREATION AND CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD: You are required to create a Username and Password in connection with your registration and use of the Logix Mobile Banking App and Logix Online Banking service. You are required to create a complex Username and Password so that others cannot guess or figure out what they are. The Username and Password are required for security purposes in connection with the authentication of your access to the Mobile Banking service and Online Banking service and the transfers and payments you initiate through the Mobile Banking service and/or Online Banking service. Your Username and Password are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer. You are responsible for the proper safekeeping of your Username and Password. You agree not to disclose or otherwise make your Username and Password available to anyone. If you authorize anyone to use your Username and Password, that authority shall continue until you specifically revoke such authority by changing the Username and Password or by notifying us and creating a new Username and Password. You understand that if you reveal your Username and Password to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the Username and Password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of Online Banking. See the “**ALLOWING ACCESS TO OTHER PERSONS**” section below for additional IMPORTANT information.

If you fail to maintain security of your Username and Password and we suffer a loss, we reserve the right to terminate your Mobile Banking service and/or Online Banking services under this Agreement as well as your other Logix account and loan products and services. Users of the Mobile Banking service and Online Banking service should utilize such other Username and Password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. Online Banking provides the capability for you to change your Username and Password at any time. To help safeguard your security, you should change your Username and Password frequently. **If you forget your Username or Password you should first utilize the “Forgot Username” and/or “Forgot Password” feature available on the Sign In webpage to assist you. Otherwise, if you forget your Username or Password or your system access is locked or disabled due to the use of an incorrect Username or Password, contact the Member Service Center Toll Free at 800-328-5328. We may require that you re-register to gain access to the Online Banking service.**

ALLOWING ACCESS TO OTHER PERSONS: You acknowledge and agree that a single Mobile Banking login and Online Banking login Username and Password may allow you access to all Logix accounts that you either own or on which you are an authorized signer. If you provide other persons your Online Banking login Username and Password, you acknowledge that you are permitting such persons to transact on all accounts and lines of credit you can access through such login Username and Password on Online Banking, including any overdraft protection that may be triggered as a result, even if the person is not an owner or authorized signer on any or all of the accounts. As a result, you are responsible and assume the risk for all transactions on the account(s) by any such persons who you provide your Online Banking login Username and Password, or anyone they share such information with, even if they exceed the scope of any authority you provide such persons such persons and/or initiate fraudulent or unauthorized transactions.

PRINT AND DOWNLOAD DOCUMENTS: Online Banking service documents are provided in either HTML and/or PDF format. For those documents provided in PDF format, Adobe Reader version 6.0 or later is required. A free copy of Adobe Reader may be downloaded at <http://www.get.adobe.com/reader>. To print or download documents you must have a printer connected to your computer or have sufficient hard-drive space (approximately 1 MB) on your computer to download, store and view the information. To print, click on the document HTML or PDF link, select Print, select your Printer, and click OK to print to your printer where the document can be printed on your own paper, or select Save or Save As to save and retain an electronic copy on your computer.

eDOCUMENTS PERSONAL DOCUMENTS: The eDocuments Personal Documents feature of Online Banking provides a central and secure location for you to upload, store, and retrieve your important documents. In addition to the ability to store and retain your Logix statements and notices, you can save electronic copies of will and trust documents, tax filings and statements, loan documents, marriage license and birth certificates, contracts, receipts, and more.

Allowable Document Types: The eDocuments “Add Document” webpage lists the allowable document types that may be uploaded to your eDocuments file. Refer to the eDocuments Add Document webpage for document/file size limits and

storage capacity information. We may limit the size of any individual document/file type that can be uploaded and we may limit the eDocuments file storage size/capacity without notice to you.

Only documents and files that do not violate any state or federal law may be uploaded to eDocuments.

You understand, acknowledge, and agree that we specifically prohibit and that you will not upload, store or disseminate any illegal, pornographic, obscene, malicious, or violent or hateful content document, image, video, or file. Logix Federal Credit Union reserves the right to delete any uploaded document or file. Any document or file deemed by us, at our sole discretion, as in violation of any state or federal law, or which we consider to be illegal, pornographic, obscene, malicious, violent, hateful, indecent, or objectionable, may be immediately removed or deleted by us and may result in termination of your Online Banking service. We may report and share any document or file with any law enforcement, regulatory, or governmental agency in order to fulfill our legal obligation and/or to respond to any legal mandate, order, or regulatory requirement. You are solely responsible for the management of all documents and files you upload and save using the eDocuments Personal Documents feature of Online Banking. If you delete any document or file, or if you or we cancel or terminate your Online Banking service, we will have no obligation to maintain, retain, provide, or otherwise make available to you any previously uploaded document or file. eDocuments Personal Documents are deleted upon cancellation or termination of your Online Banking service.

BUSINESS AND PROCESSING DAYS: Our business days are Monday through Friday, excluding holidays. The Business Day cut-off time is approximately 10:30 P.M. Pacific Time (PT), after which transactions will reflect an effective date of the calendar day you initiated the transaction, but a posting date of the next business day. For example, transactions initiated by you each business day before 10:30 P.M. (PT) are processed with that calendar day's date. Transactions initiated after 10:30 P.M. (PT) will reflect a posting date (transaction date) of the next business day, but will reflect the date of the calendar day on which you initiated the transaction as the effective date for purposes of dividend accrual and finance charge calculation. Similarly, transactions that you initiate on non-business days (Saturday, Sunday and Holidays) are effective dated the date the transaction was initiated by you, but will reflect a posting date of the next business day. Online Banking service may be interrupted for a short time each day for data processing. Dividends on accounts and finance charges on loans will be calculated utilizing the effective date of the transaction.

CHECKING ACCOUNT TRANSACTION LIMITS AND RESTRICTIONS ON TRANSFERS TO OR FROM CERTIFICATE AND/OR OTHER RESTRICTED ACCOUNTS:

There are no limits on the number or dollar amount of transactions you may initiate from your Logix checking account through Mobile Banking transfer, Online Banking (except through Web Bill Payment and Popmoney services which have separate individualized Agreements and Disclosures and are not included here), provided collected funds are available in your checking account or sufficient credit is available on your line of credit. You cannot initiate transfers using Online Banking to or from a certificate account or any restricted account. Overdraft protection (if any) is NOT automatically triggered to cover "insufficient funds" transactions. We reserve the right to limit the frequency and dollar amount of any transactions at any time for security reasons.

TRANSACTION LIMITATIONS ON SAVINGS AND MONEY MARKET ACCOUNTS:

During any calendar month you may not make more than a total of six (6) transfers from any **Savings or Money Market Account** to your other Logix accounts or to a third party by means of an Mobile Banking transfer, Online Banking transfer, preauthorized electronic funds transfer, automatic transfer, MoneyMover Service transfer, overdraft protection transfer, telephone order or instruction, request transmitted via facsimile machine, or transfer initiated through our Telephone Banking service. These limitations **do not apply to** transactions conducted at ATMs, in person, or by mail. Also, internal transfers to make payments to your Logix loans, and requests for withdrawals by check **made payable to you**, are excluded from this limitation.

FINANCE CHARGES ON LOAN TRANSFERS:

Each transfer made from your Logix Credit Card account, ReadyLine of Credit account, Home Equity Line of Credit, 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).

FUNDS AVAILABILITY AND ACCRUAL OF DIVIDENDS:

Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our "Funds Availability Policy." Dividends begin to accrue on the effective date of the transfer.

CREDIT CARD PAYMENTS AND CREDIT AVAILABILITY:

When you initiate a transfer to make a payment on your Logix Credit Card the system will update your account records, and when applicable, reflect an increase in the availability of credit. While Online Banking may immediately reflect credit availability following payment on your Credit Card, this information is NOT

automatically transferred or updated for purchase authorizations at merchant locations.

BLOCKING LOGIX DEBIT AND CREDIT CARDS ASSOCIATED WITH YOUR ACCOUNT: When you block a Logix Debit or Credit Card, any future preauthorized, automatic, and/or recurring transfers or payments using that card number will be denied. Re-ordered cards will have a new card number. If you have set up any preauthorized, automatic, or recurring payments or transaction using the card number that was blocked, you will need to contact those companies and provide them with your new card number (or make other payment arrangements) as soon as possible to avoid late fees or other charges that those companies might assess for denied transactions or late payments.

ACCESS BY JOINT OWNER TO INDIVIDUALLY-HELD LOANS AND LINES OF CREDIT: If the account(s) accessible via Mobile Banking and/or Online Banking is a joint account and the joint account owner has been provided access to the account by applying for Mobile Banking and/or Online Banking or you have provided the joint account owner with your Username and Password, you understand and agree that the joint account owner will have access to funds and information on loans and lines of credit established under the joint account structure for which they may not be a joint borrower or obligor. You understand that you will be liable for any transfers or advances against your individually-held loans and lines of credit requested by any joint account owner.

CROSS ACCOUNT TRANSFERS: Cross account transfer capabilities are divided into two types: **Type (1)** transfers between your Logix accounts of which you are a legal owner on both accounts, and **Type (2)** transfers to another Logix member's account of which you are not a legal owner (Transfers to Third Parties). **In order to transfer available funds from one account to another, you must be logged into the account from which you are transferring funds in order to initiate the transfer to the other account.** You can only logon to, access account information, and transfer funds from those accounts in which you are a legal owner. Cross Account Transfers from one account to another allow you to transfer funds to any sub-account (unless otherwise restricted) established within the account structure. Logix reserves the right at any time to restrict or prohibit Cross Account Transfer capabilities on specific types of accounts.

Type (1) – Transfers between your Logix accounts of which you are a legal owner: To obtain Cross Account Transfer capabilities to transfer funds from one of your Logix accounts to another of your Logix accounts, and vice-versa, (for example, from your account #11223344 to your account #55667788), you must complete and submit an Online Banking Account-to-Account Transfer Authorization form. You must be a legal owner on all accounts identified. We will verify legal ownership on all accounts before Cross Account Transfer capabilities are permitted. **Type (1) Transfers service is not available on business accounts other than Sole Proprietorship accounts unless the business account vesting/titling and Tax Identification Number on both accounts is identical.**

Type (2) – Transfers to another Logix member's account of which you are not a legal owner (transfers to Third-Parties): To transfer funds from your Logix account to the account of another Logix member (a third party) you must complete and submit an Online Banking Account-to-Account Transfer Authorization form, which must also be signed by the legal owner of the Logix account to which the funds will be transferred. We will verify all signatures on the request form before transfer capabilities will be granted by us. You will be permitted to transfer funds from your Logix account(s) to the Logix 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 and cannot be reversed without the third party's written consent, even if you have made an error in the amount transferred or the account to which the funds were transferred. You are limited to a total of six transfers to your other accounts or to third parties from your savings or money market account during any calendar month. Refer to "Transaction Limitation on Savings and Money Market Accounts" for further information. **Type (2) Transfers service is not available on business accounts other than Sole Proprietorship accounts.**

Type (2) Alternate Method Transfers - As an alternative for Cross Account Transfer Type (2) above, you can transfer funds to another Logix member's account by using the Transfers/Payments "Transfer to Another Member" feature of Online Banking. Utilizing this feature you can enter the other member's Logix Account Number and the Last Name of the primary member on that account, along with the amount to transfer and any comment you wish to add. You can only transfer funds to another Logix member's account. Neither you nor the other Logix member will see any other information regarding either account other than the posted transaction. Transfers of funds made by you to a third party (to another member's account) are non-revocable and cannot be reversed without the third party's written consent, even if you have made an error in the amount transferred or the account to which the funds were transferred. You are limited to a total of six transfers to your other accounts or to third parties from your savings or money market account during any calendar month (refer to "Transaction

Limitations on Savings and Money Market Accounts" for further information). **Type (2) Alternate Method Transfers service is not available on business accounts other than Sole Proprietorships.**

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS: 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 example, if: **(1)** Through no fault of ours, you do not have enough available funds in your account to make the transfer; **(2)** The transfer would exceed any permitted overdraft line you have with us; **(3)** Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; **(4)** The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; **(5)** The Username, Password, or transaction information or other information you have provided is incorrect, incomplete, ambiguous or untimely; **(6)** The system was not working properly and you knew about the breakdown when you started the transfer; or **(7)** You are in default on an account to which you are attempting a transfer. (There may be other exceptions stated in our agreement with you.) In addition, **Logix will also have no liability whatsoever** for failure to complete a payment or transfer you initiate or attempt to initiate through Online Banking under any of the following circumstances: **(1)** If you did not properly follow software or Online Banking instructions on how to make the transfer or payment; **(2)** If you did not give the us complete, correct and current instructions or information to process your transaction request; **(3)** If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor; **(4)** If we made a timely payment but the payee/vendor did not promptly credit your payment after receipt; **(5)** If your personal computer and/or software malfunctioned for any reason; **(6)** If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure; or **(7)** We blocked the transfer to protect the integrity or security of the system.

YOUR RESPONSIBILITY & LIABILITY FOR UNAUTHORIZED TRANSFERS (Consumer Accounts and Sole Proprietorship Accounts ONLY): You are responsible for all transfers and payments you initiate and authorize using Mobile Banking and/or Online Banking. If you permit other persons to use Mobile Banking and/or Online Banking and your Username and/or Password, you are responsible for any transactions they authorize from any of your accounts. Notify us **IMMEDIATELY** if you believe that your Username and/or Password has been lost or stolen or that someone has used it or may use it to access your accounts and transfer money without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your line(s) of credit. **Our Toll Free number is 800-328-5328. Our Address is: Logix, P.O. Box 6999, Burbank, CA 91510.** If you notify us within two (2) business days after learning or suspecting that your Username and/or Password was lost, stolen, or used by someone without your permission, you can lose no more than \$50.00. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Username and/or Password, and we can prove we could have stopped someone from using your Username and/or Password without your permission had you told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS; CONSUMER LIABILITY (Consumer Accounts and Sole Proprietorship Accounts ONLY): Call us or write us **IMMEDIATELY** at the telephone number or address described in the preceding section if you think your statement is wrong (or shows transfers and transactions that you did not authorize) or if you need more information about a transfer. We must hear from you **no later than 60 days after we sent the FIRST statement on which the problem or error appeared.** If you do not tell us within 60 days after the statement was mailed to you, you may not recover funds lost after the 60-day period if we can prove that the loss could have been prevented had you told us in time. Tell us your name and account number. **Tell us the dollar amount of the suspected error and the date it occurred. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.** You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. If you notify us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we determine there was no error, we will send you written explanation within three (3) business days after we

complete our investigation. You may ask for copies of the documents that we used in our investigation and which we relied upon to conclude that the error did not occur (to the extent possible without violating any other member's right to privacy).

LIABILITY PROVISIONS FOR ELECTRONIC FUND TRANSFERS (NON-ACH) FOR BUSINESS ACCOUNTS OTHER THAN SOLE PROPRIETORSHIPS OR CONSUMER ACCOUNTS: You agree to promptly examine your Logix account statement each month and immediately report any unauthorized transaction, discrepancy, or error to us immediately. If you fail to notify us of any unauthorized transaction, discrepancy, or error within **thirty (30) calendar days** from the date of the account statement containing such information, you agree that we shall be entitled to treat all such information as correct in all respects. Telephone us toll-free at 800-328-5328 or write to us at Logix, P.O. Box 6999, Burbank, CA 91510 immediately. If you notify us orally, we may require you to send us your complaint or question in writing within ten (10) business days. If we request that you provide us this information in writing and you do not comply, we may not give your complaint or question further consideration. If you notify us of an unauthorized transaction, discrepancy, or error appearing on your account statement within the time limitation described in the paragraph above, we will investigate the matter and notify you of the results of our investigation once we have been able to obtain and verify all relevant information. We will have no obligation to credit the account for the amount of any erroneous or unauthorized transaction unless caused by our negligence. If we determine that no error or unauthorized use has occurred, we will send you a written explanation within three (3) business days after we finish our investigation. You may request us to mail or deliver copies to you of the documents or information on which we relied in making our determination.

AUTOMATED CLEARING HOUSE (ACH) DISPUTES AND UNAUTHORIZED TRANSACTIONS: Consumer Accounts and Sole Proprietorship Accounts - You must notify us no later than **60 calendar days** from the date that we sent or made available the statement on which the transaction is first reflected. **All Other Business Accounts** – You must notify us **no later than 2:00 p.m. Pacific Time the business day following the date the ACH item is posted** to your account in order for us to return the item in accordance with ACH requirements. Written notification (using our form) is required. Untimely notification or incorrect or incomplete notification to us may result in our inability to complete your request to return the ACH item. If you do not provide written notification and all of the required information within the stated timeframe, we may not be able to return the unauthorized ACH debit and you may need to dispute and recover the funds directly with the originator of the debit.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS: Your completed Mobile Banking and Online Banking transactions will appear on your periodic account statements. You will get 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, you 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 inquiry of your transactional account history using Online Banking.

ACCOUNT TRANSACTION HISTORY: Each time you inquire and download account transactional information, you will receive information for at least the last 60 calendar days. This means that you may need to download transactional information at least once every 60 days if you wish to have all of your account information on your personal computer.

RIGHT TO STOP PAYMENT ON ELECTRONIC TRANSFERS: A Stop Payment order cannot be placed once a Mobile Banking or Online Banking 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. (Note: Transfers cannot be corrected via Mobile Banking or Online Banking when made as transfer/payments to loan accounts. Contact us if you require reversal of these transactions or need additional assistance.) If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you have told us in advance (not through the Online Banking System) to make regular payments from your account, you can stop any of these payments; Here's how: Call us at **800-328-5328**. For further information on placing stop payments on bill payment transfers before payment is made, refer to the Web BillPay Service Agreement.

ACCOUNT OVERDRAFTS ARE DUE IMMEDIATELY: If at any time the balance in any of your Logix accounts is overdrawn you will be responsible to cover the negative balance on your account, which becomes due and payable immediately, unless we agree otherwise in writing. Accounts overdrawn in excess of seven (7) calendar days are subject to statutory lien (see "Statutory Lien Rights" section of the Membership and Accounts Agreement and Disclosure) collection, and/or other legal remedy.

EMAIL CAPABILITIES AND LIMITATIONS: The Mobile Banking and Online Banking service includes email capabilities allowing you to send and receive electronic email messages to and from us. We will not immediately receive and review email

messages that you send and will NOT process any request for a funds transfer received via email. Further, the we may not act upon requests for Stop Payments, requests for replacement Usernames, Passwords, PINs, reports of lost or stolen PINs or unauthorized transactions (refer to "Your Responsibility and Liability for Unauthorized Transfers" above for appropriate action), reports of lost or stolen ATM Cards, Debit Cards, Credit Cards, or on any other request in which the 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 had a reasonable opportunity to act. **If your request requires immediate attention contact us directly Toll-Free at 800-328-5328.**

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: We will disclose information to third parties about your account or the transfers you make: (a) Where it is necessary for completing transfers; or (b) In order to comply with government agency or court orders; or (c) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (d) If you give us your written permission.

SYSTEM UNAVAILABILITY: Access to Mobile Banking and Online Banking may be unavailable at times for the following reasons: (1) Scheduled Maintenance - There will be necessary periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance - Online Banking may be unavailable when unforeseen maintenance is necessary; (3) System Outages - Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; or, (4) Internet Service Provider - Failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of Online Banking; however, we are in no way liable for system unavailability or any consequential damages that may result.

OTHER LIMITATIONS OF LIABILITY: You are solely responsible for the selection, installation, maintenance, and operation of your mobile device and/or personal computer and software. Logix Federal Credit Union expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data except as provided by statute. Logix is not responsible for any errors or failures due to any malfunction of your personal computer or the software, or unsuitability of your mobile device, personal computer or software, or any virus, or any problems that may be associated with the use of an on-line service.

CHANGE IN TERMS AND NOTIFICATION: Logix Federal Credit Union reserves the right to make changes to the Mobile Banking service and Online Banking service and to this Agreement at any time. We will email or mail or otherwise deliver a written notice to you before the effective date of any change in any term or condition disclosed in this Agreement if the change would result in increased fees or charges, increased liabilities for you, fewer types of available services or electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by Law. Otherwise, we may modify this Agreement at any time without notice, except as may be required by Law. As a requirement of registering in the Online Banking service, you agree that we may send any such notice to you either via the Mobile Banking and/or Online Banking secure message system, or via email or regular U.S. mail unless, or otherwise as required by law.

ALL AGREEMENTS AND DISCLOSURES AND NOTICES ARE "IN WRITING": This Mobile Banking and Online Banking Agreement and all agreements and disclosures and notices delivered electronically or otherwise made available to you are considered "in writing" and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

TERMINATION AND DEACTIVATION OF SERVICE: You may terminate your Online Banking service at any time by telephoning us at 800-328-5328 or by providing written notice to us and immediately discontinuing use of the service. You are solely responsible for notifying any participating merchants (when applicable) that you have terminated your Bill Payment transfer capabilities. If you do not utilize the Online Banking service (by not logging on to the service) for a three-consecutive-month period, we may deactivate your service. If this occurs and you wish to reactivate your Online Banking service, you will be required to re-register online for the Online Banking service. We reserve the right to require written reapplication before we reactivate your Online Banking service system access. Logix may also terminate the Online Banking service and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. Whether you or we terminate your Mobile Banking and/or Online Banking service and this Agreement, the termination shall not affect your obligations under this Agreement for any transfers or payments made prior to termination.

ENFORCEMENT: You agree to be liable to the Logix Federal Credit Union for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your Logix 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 Online Banking Agreement and Disclosure, 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. Should any one or more provisions of this Agreement and Disclosure be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement and Disclosure.

ENTIRE AGREEMENT: This Logix Mobile Banking Terms and Conditions With Online Banking Service Agreement, as it may be amended from time to time, together with any other agreements, disclosures or other documents incorporated herein by reference, including but not limited to the Online Services E-SIGN Act Consent and Disclosure, the New Account Application, Membership and Account Agreement and Disclosure, Schedule of Service Charges and Fees, Business Account Application, Business Accounts Agreement and Disclosure, Fee Schedule for Business Accounts, and, when you enroll in these services, the e-Statement Service Agreement and Disclosure, MoneyMover Service Agreement and Disclosure, Web BillPay Service Agreement and Disclosure, Business Bill Payment Service, and Popmoney Agreement, contains the entire agreement between you and Logix Federal Credit Union and supersedes all oral conversations, other communications, and previous agreements, if any, with regard to the Mobile Banking and Online Banking services.

GOVERNING LAW AND JURISDICTION: This Agreement is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal Law. California's "Choice of Law Rules" will not be applied if they would result in the application of non-California law. You agree to submit to the personal jurisdiction of the courts of the State of California.

e-STATEMENT SERVICE. e-Statements allows us to deliver to you and for you to access your periodic Account Statements, Credit Card Statements, Mortgage Statements, Home Equity Line of Credit Statements, Home Equity Line of Credit and ReadyLine Billing Notices, Tax Statements, and other Notices (collectively referred to herein as "Online Statements") electronically online, and eliminates the need for the paper document to be sent to you by us via U.S. mail. By the Delivery Preferences selections you make, you will receive your Online Statements electronically through our e-Statement Service, or sent to you in paper form via U.S. mail, or both. With e-Statements, we will send you an email informing you that your Online Statements is/are available to you through secure login to our Online Banking website. Not only will your current Online Statement be available, but we will store the last 24 months of your Online Statements online so you have access to them anytime you need them. If you have elected to receive Notices electronically, some Notices may be sent to you via email as an "Alert" (for example, we may send you an Alert when your account balance changes from a positive balance, to a negative/overdrawn balance). Such Notice/Alert will be sent to the email address you have provided to us.

Consent and Electronic Delivery of e-Statement Service Agreement and Disclosure: By checking the "I have read and agree to the terms and conditions..." box and clicking on the "Confirm" button, or by checking the box "Yes, deliver my statements to me electronically" in connection with our online membership and new account application process, you enroll in the e-Statement Service, affirmatively consent to conduct business electronically with Logix Federal Credit Union in connection with this e-Statement Service, agree to the electronic delivery of this Agreement and Disclosure, and understand and agree that paper (non-electronic) copies of the Agreement and Disclosures are available from us upon request (see the "Obtaining Paper Copies" section below).

Applicability of Consent: Your electronic consent to conduct business electronically applies to this e-Statement Service Agreement and Disclosure and the ongoing delivery of Online Electronic Statements.

Email Address and Keeping Your Information Current: In order to communicate with you regarding your e-Statement Services and the notification of the availability of your Online Statements, you must provide us with your valid email address. It is your responsibility to promptly notify us of any changes to your email address. You can update your email address with us by updating your personal information email address via our internet Online Banking Service, by calling us at 800-328-5328, by submitting your change to us in writing via mail to Logix, PO Box 6759, Burbank CA 91510, or by visiting one of our branches. If your email address is invalid, you understand and agree that our email notification and posting of your Online Statement will be considered adequate and reasonable delivery.

Add Us to Your Address Book: To ensure delivery of our email notices informing you of the availability of your Online Electronic Statements (so as to avoid these emails being sent to your bulk, spam or junk mail folders), please add onlinebanking@estmt.lfcu.com to your email address book and to the "accept list" of any spam filters you may have.

Changes to Hardware and Software Requirements: If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access the Online Banking and the e-Statement Service, we will give you notice of the revised hardware or software requirements. Your continued use of the Online Banking service after we send you notice of the change is reaffirmation of your consent. We may discontinue the support of any internet browser or other software at any time and without advance notice if we believe that it suffers from a security flaw or other flaw that creates a risk or otherwise makes it unsuitable for use with Online Banking. Such discontinuation could result in the unavailability of the Online Banking service or e-Statement Service to those with such identified internet browser or software.

When Online Statements are Available: We will send you an email notification and post the corresponding Online Statements to your e-Statement Service webpage generally within three (3) business days following the statement period end date for Account Statements, statement closing date for Credit Card Statements, Mortgage Statements, Home Equity Line of Credit Statements, and Home Equity Line of Credit and ReadyLine of Credit Billing Notices. Tax Statements will be available no later than 31 days following the annual Tax Statement period.

Print and Download Documents: Online Statements are provided in either HTML and/or PDF format. For those documents provided in PDF format, Adobe Reader version 6.0 or later is required. A free copy of Adobe Reader may be downloaded at <http://www.get.adobe.com/reader>. To print or download Online Statements and other documents you must have a printer connected to your computer or have sufficient hard-drive space (approximately 1 MB) on your computer to download, store and view the information. To print, click on the document HTML or PDF link, select Print, select your Printer, and click OK to print to your printer where the document can be printed on your own paper, or select Save or Save As to save and retain an electronic copy on your computer.

Obtaining Paper Copies:

e-Statement Service Agreement and Disclosure - This e-Statement Service Agreement and Disclosure is also available online on our website at <http://www.lfcu.com> and can be viewed, downloaded and/or printed using your computer and a printer. You can obtain a paper copy of the e-Statement Service Agreement and Disclosure by printing it yourself. You can also contact us at 800-328-5328 to request a paper copy free of cost when sent by us to you through regular U.S. mail. If you request that a paper copy of this Agreement and Disclosure is sent to you other than through the regular U.S. mail you may be charged a fee.

Online Statements – Online Statements are available to you in viewable, downloadable and printable format using your computer and a printer. At your request we will send you paper copies of your Online Statements; however, if your request takes more than one hour for us to research and complete, we will charge you \$25 per hour for each additional hour required by us to complete your request. Refer to our current Schedule of Service Charges and Fees for more information. To receive **future** Account Statements, Credit Card Statements, Mortgage Statements, Home Equity LOC Statements and Home Equity and ReadyLine Billing Notices, Tax Statements and other Notices **in paper format**, simply change your Statement Preferences to “U.S. Mail” and thereafter these documents will be sent to you via U.S. mail at no cost.

Tax Statements: Regardless of whether you select only “Electronic” for Tax Statements, we will send you a paper copy via U.S. mail in addition to providing the document to you electronically.

YOUR RIGHTS AND RESPONSIBILITIES FOR EXAMINING YOUR ACCOUNT STATEMENTS: It is your duty to exercise reasonable care and promptness in the examination of the periodic statement submitted to you by us, and to discover any errors, unauthorized transactions or alterations on any items charged to your account, and to notify us promptly after discovery. Failure to discover and/or report errors or unauthorized transactions within the time limitations set forth below will constitute a breach of your duty hereunder and preclude any claims for loss resulting from such failure:

- **Paper Checks and Drafts** – no later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.
- **Electronic Check Conversions** (*refer to the Electronic Check Conversion in the “Other Definitions” section below for more information*) – no later than **30** calendar days (**60 calendar days on Sole Proprietorship accounts**) after we sent or made available the statement on which the transaction is first reflected; however, if the transaction was originally processed as a paper check or draft, was returned unpaid, and subsequently re-presented as an electronic check conversion, the

period is not later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.

- **Substitute Checks** (*refer to the Substitute Checks in the “Other Definitions” section below for more information*) – no later than **40** calendar days after we sent or made available the statement on which the transaction is first reflected, whichever is later.
- **Electronic Fund Transfers (non-ACH) – Consumer Accounts and Sole Proprietorship Accounts** - no later than **60 calendar days** after we sent or made available the statement on which the transaction is first reflected. **For all Other Business Accounts** - no later than **30 calendar days** after we sent or made available the statement on which the transaction is first reflected.
- **ACH Debit Entries (Unauthorized ACH Transactions) – Consumer Accounts and Sole Proprietorship Accounts** - no later than **60 calendar days** from the date that we sent or made available the statement on which the transaction is first reflected. **All Other Business Accounts – no later than 2:00 p.m. Pacific Time the business day following the date the ACH item is posted** to your account in order for us to return the item in accordance with ACH requirements. Written notification (using our form) is required. Untimely notification or incorrect or incomplete notification to us may result in our inability to complete your request to return the ACH item. If you do not provide written notification and all of the required information within the stated timeframe, we may not be able to return the unauthorized ACH debit and you may need to dispute and recover the funds directly with the originator of the debit.
- **ATM and Debit Card transactions** – no later than **30** calendar days (**60 calendar days on Sole Proprietorship accounts**) after we sent or made available the statement on which the transaction is first reflected.

You agree that our retention of your checks does not alter or waive your responsibility to examine your statements or the time limits for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limitations. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

Retention: Online Statements are available for a period of at least 24 months.

Other Definitions:

Electronic Check/Draft Conversion: When you write a check to a merchant in payment of goods or services the merchant may present that check electronically to us for payment instead of sending us the paper check. Also, if your check is returned unpaid to a merchant due to non-sufficient funds, the merchant may re-present the check to us electronically. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check. When you provide information on your check, (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is in blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or “EFT”) to debit the funds from your account, that electronic funds transfer is known as an Electronic Check Conversion. For Sole Proprietorship accounts, Electronic Check Conversions are covered under the provisions and protection of the Electronic Fund Transfer Act (the Electronic Fund Transfer Act [Reg. E] does not apply to other business entity types). Check re-presentments (such as check returned NSF and subsequently re-presented for payment) wherein the original check was processed in paper form are NOT covered under the Electronic Funds Transfer Act. Merchants who make use of electronic check conversion are required to notify you of their intention to do so at the time you give them your check.

Substitute Checks: A substitute check is an electronic image of the original paper check or draft. The check image is then electronically transferred for collection purposes. These electronic images are known as “substitute checks”. The electronic conversion from paper to “substitute check” permits quicker processing of checks by sending them electronically from financial institution to financial institution for collection. This means that substitute checks will clear faster than did your paper checks or drafts. We accept and process incoming substitute checks to your account, and generate substitute checks from original paper checks and drafts for outgoing collection. This means that checks that you write and checks that you deposit may be converted to substitute checks.

EXTERNAL ACCOUNT TRANSFERS – MONEYMOVER SERVICE:

This MoneyMover Service Agreement and Disclosure governs the Logix MoneyMover Service and contains important information about the terms and conditions of the MoneyMover Service and your and our rights and obligations thereto.

Applicability of Consent: Your electronic consent to conduct business electronically applies to this MoneyMover Service Agreement and Disclosure and the ACH transactions related thereto.

Setting Up, Initiating and Authorizing Transfers: When utilizing the MoneyMover Service you can set up and initiate one-time and recurring ACH electronic funds transfers to and from accounts that you own or control at other financial institutions by completing the "Routing/Transit Number" information field to identify the financial institution and the "Account Number" information field to identify your account number at that financial institution. The offsetting ACH entry to or from your account at the other financial institution will be to or from your Logix account. The use of your Username and Password when logging onto the Mobile Banking and/or Logix Online Banking service for the External Account Transfers - MoneyMover Service is your electronic authorization, which is the equivalent and has the same legal effect, validity and enforcement as your written signature. When you set up and initiate these ACH funds transfers you authorize Logix to process the ACH funds transfers in accordance with these instructions. You further understand and agree that these debit and/or credit ACH funds transfers processed by us pursuant to this authorization will be conducted according to the National Automated Clearing House Association Rules (NACHA Rules).

Business Days and Processing Cutoff Time: Our business days are Monday through Friday, excluding holidays. If the scheduled ACH transfer date falls on any day that is not a business day, the transfer will be initiated on the next business day. Our processing cutoff time is 1:00 p.m. PT. This means that all ACH debit and credit funds transfers are processed at 1:00 p.m. PT each business day. Any ACH funds transfer established or scheduled by you after the 1:00 p.m. processing cutoff time will be processed by us the following business day.

Adding MoneyMover Transfers, Trial Micro Deposits and Required Verification: When you setup and add a MoneyMover funds transfer, we will (using our funds, not yours) initiate two funds transfers, referred to as trial "Micro Deposits", to credit the other financial institution Account Number designated. This process will occur regardless of whether you plan to send an ACH credit or debit to the designated Account Number. This procedure may take up to three business days. You will then be required to "Verify" these amounts by selecting the Verify link under the Status heading and entering the amounts of each of the two Micro Deposits in order to confirm the amounts of the transactions and that the transactions occurred. You will have 30 days and three attempts to complete this verification. Once verified, you will be able to then set up the Amount, Frequency (one-time or recurring) and the Transfer Date to commence initiating the MoneyMover Service funds transfer.

Notice of Receipt of ACH Items and Verifying Whether ACH Transfers Have Occurred: Under the Operating Rules of the National Automated Clearing House Association which is applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of receipt of payments in the periodic statements we provided to you. You can verify/confirm the posting of your ACH debit and credit transfers to your Logix accounts by viewing your account activity online via Mobile Banking and/or our Online Banking Service. You can also confirm transfers debited or credited to your Logix account through our Telephone Banking service (if you have applied for that service) by calling (800) 841-4123. In addition, you can call our Member Service Center at 800-328-5328 to verify or confirm ACH transaction activity on your Logix accounts. To determine whether an ACH transfer has been posted to your account at another financial institution, you must contact that financial institution.

Right to Receive Documentation of Transfers: Your completed ACH electronic funds transfers to and from your Logix accounts will appear on your periodic account statements. You will get a monthly account statement on the ACH electronic funds transfer activity on your Logix accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Provisional Payment, Funds Availability, and Dividend Accrual: Credit given by us to you with respect to an Automated Clearing House credit Entry is provisional until we receive final settlement for such Entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such Entry, and the party making payment to you via such Entry (i.e. the Originator of the Entry) shall not be deemed to have paid you the amount of such Entry. Funds from ACH electronic funds transfer deposits to your Logix account(s) will be available on the day we receive the deposit in accordance with our "Funds Availability Policy". You may obtain a copy of our Funds Availability Policy upon request by calling us at 800-328-5328, or by visiting any one of our branches. Dividends accrue from the date of deposit in accordance with our applicable account agreement with you.

Right to Stop ACH Transfers: You can stop a MoneyMover Service ACH funds transfer you have set up to occur, by cancelling or deleting that transfer before the processing cutoff time on the scheduled transfer date. You can also stop payment on these preauthorized electronic funds transfers by notifying us, either orally or in writing, at least three business days before the transfer is scheduled to be made. To do so, call us at 800-328-5328, or visit any one of our branches.

Representment of Returned ACH Items: If any ACH debit to your account at another financial institution is returned to us for “Insufficient Funds”, we may resubmit the debit to the designated financial institution one (1) time. If the debit is returned for Insufficient Funds upon representment, we will reverse the credit to your account(s) or loan(s) and we will not again resubmit the debit until the next scheduled transfer date. If this occurs on loan payment transfers, you will be responsible to ensure that your required monthly loan payment is made. We reserve the right to charge you a fee for each “non-sufficient funds” ACH debit returned item.

Fees and Charges: There are no fees or charges to use the MoneyMover Service or for us to process ACH funds transfers you initiate through this Service; however, there are charges associated with ACH NSF Returned Items. Please refer to our Schedule of Service Charges and Fees, which is available online and which can also be obtained by contacting us at 800-328-5328 or by visiting any one of our branches.

Disclosure of Account Information to Third Parties: We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) In order to comply with government agency or court orders; or (4) If you give us your permission.

In Case of Errors or Questions About Your Electronic Funds Transfers: Call us or write us **IMMEDIATELY** at the telephone number or address described below if you think your statement is wrong (or shows transfers that you did not authorize) or if you need more information about a transfer. We must hear from you no later than 60 days after we sent the **FIRST** statement on which the problem or error appeared. If you do not tell us within 60 days after the statement was mailed to you, you may not recover funds lost after the 60 day period if we can prove that the loss could have been prevented had you told us in time. When reporting potential errors or questions: (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error and the date it occurred.

Contact us at: Logix Federal Credit Union - P.O. Box 6999, Burbank California 91510 – 800-328-5328

If you notify us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation.

Our Liability for Failure to Make Transfers: 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 example, if:

- Through no fault of ours, you do not have enough available funds in the account to be debited to make the transfer;
- Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us;
- The funds in the account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; or,
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely.

Change in Terms and Conditions: The terms and conditions of this External Account Transfers - MoneyMover Service Agreement and Disclosure may be altered or amended by Logix Federal Credit Union. We reserve the right, in our sole discretion, to add, delete, or change any term, condition, or to terminate your MoneyMover Service. In such event, we will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on the Logix

Online Banking system webpage. Any use of the MoneyMover Service after we provide you with a notice of change will constitute your consent and agreement to such change(s). You may terminate your MoneyMover Service and this Agreement and Disclosure as provided, if you do not agree with any such change.

Cancelling Transfers and Termination of Preauthorized Transfers: You can cancel a specific ACH funds transfer if it has not yet occurred or cancel all future ACH funds transfers by clicking on the Transfer link under the Nickname of the MoneyMover setup and deleting the transfer. You can delete any or all MoneyMover Account(s) setup by selecting the delete option under the Actions heading. You can terminate your MoneyMover Service preauthorized ACH funds transfer(s) by calling our Member Service Center at 800-328-5328 or by providing written notification of termination of preauthorized transfers to us **three (3) business days** before the next scheduled date of transfer. The notification of termination of preauthorized transfer must clearly and unequivocally state that you are hereby terminating all future transfers. Specific details of the transfer(s) you wish to terminate must also be provided. If the notification is received by us in a timely matter, we will not initiate any additional transfers thereafter unless you authorize transfers thereafter. **You are solely responsible for contacting us to revoke your authorization for transfer payments to your loans after they are paid off.**

Cancellation of MoneyMover Service: We may cancel any or all preauthorized ACH funds transfers and terminate your MoneyMover Service and this MoneyMover Service Agreement and Disclosure if you instruct us to do so, or if you repeatedly have insufficient funds in your Logix account or in your account at your designated other financial institution(s), or if in our opinion you otherwise pose a risk of financial loss to Logix Federal Credit Union. We will notify you of the cancellation of this Agreement and Disclosure as required by law. If the Agreement is canceled, you will remain liable for any obligation to us.

Notification: Any notification, required or appropriate, may be emailed to you or sent to you via U.S. mail at your last address known to us. Notification will be provided in accordance with any advance notice requirements as required by applicable law.

Governing Law – Choice of Law: This External Account Transfers - MoneyMover Service Agreement and Disclosure is made in California and shall be governed by the laws of the State of California, to the extent that California law is not inconsistent with controlling Federal Law, and the National Automated Clearing House Association (“NACHA”) Rules which govern ACH operations. California’s “Choice of Rules” will not be applied if they would result in the application of non-California law. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (“ACH”) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Logix Federal Credit Union