



Mobile Access Terms and Conditions Agreement

East County Schools Federal Credit Union maintains ECSFCU Mobile Access as a service to our members. This ECSFCU Mobile Terms and Conditions Agreement ("Agreement") governs use of the East County Schools Federal Credit Union's Mobile Banking. "We, Our, Us, ECSFCU" means East County Schools Federal Credit Union. "You" or "Your" means each member authorized to use the ECSFCU Mobile Access. **Please read this Agreement carefully. We invite you to print a copy of this Agreement and retain it for your records. You may request that a copy of this Agreement be mailed to you by calling (619) 588-1515.**

By accessing ECSFCU Mobile (sometimes referred to as Mobile Banking herein) or using any related services, including new services when they become available, you agree to comply with the terms in this Agreement. This Agreement may be amended at any time by us without specific notice to you. In addition to this Agreement, you agree to be bound by and will comply with the applicable disclosures concerning your account.

ECSFCU Mobile

ECSFCU Mobile is not intended to replace access to Online Banking from your computer or other methods you use to manage your accounts. You should review and follow usage instructions provided on our website. You agree to accept responsibility for learning how to use ECSFCU Mobile in accordance with the instructions. We may modify ECSFCU Mobile and any related services at any time. In the event of a modification, you are responsible for making sure that you understand how to use ECSFCU Mobile. We are not liable to you for any losses caused by your failure to properly use ECSFCU Mobile.

Termination

You may terminate this Agreement or withdraw your consent to use ECSFCU Mobile at any time by providing at least ten (10) days' prior written notice to us. Upon termination or withdrawal of consent, your access to ECSFCU Mobile will be disabled, and you must immediately cease all use of the service. Any transactions initiated prior to termination will be processed to completion. You remain responsible for any fees, charges, or obligations incurred before the effective date of termination.

There are **no fees or penalties for terminating this Agreement** or withdrawing your consent to use ECSFCU Mobile. However, withdrawal of consent will result in your inability to use the Mobile Banking service and may limit your access to certain electronic features.



We may suspend or terminate your access to ECSFCU Mobile immediately if we reasonably determine that such action is necessary to protect ECSFCU Mobile, you, or the Credit Union from harm or compromise of integrity, security, or operation.

Enforcement

You authorize us to deduct any liability, loss, or expense incurred by us resulting from any dispute involving your accounts or services from your account without prior notice to you.

Service Cancellation

ECSFCU Mobile Banking may only be cancelled by cancelling Online Banking. You may cancel Online Banking by calling us at (619) 588-1515 or visiting any East County Schools Federal Credit Union branch. After cancelling Online Banking, you may not access ECSFCU Mobile. However, we may (but are not obligated to) immediately discontinue making previously authorized transfers. You may reestablish Online Banking at any time after cancelling.

We reserve the right to cancel your ECSFCU Mobile in whole or in part, at any time with or without cause and without prior written notice. We also reserve the right to temporarily suspend ECSFCU Mobile access, at our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. Cancellation of ECSFCU Mobile does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to ECSFCU Mobile and does not terminate your other relationships with us. In addition, you will keep your account(s) with us open until final payment with respect to all outstanding items, and will maintain funds in such account(s) in amounts and for a period of time determined by us in our reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts with us, and you will pay immediately upon demand to us any amount remaining unpaid.

ECSFCU Mobile Services

We have the right, from time to time, to introduce, remove, modify or replace ECSFCU Mobile features or services without notice. You may use ECSFCU Mobile to:

- Locate East County Schools FCU branches and shared branch locations.
- Locate Co-Op ATMs.
- Check your account balances and transaction history.



- Transfer funds between your savings, checking, money market, and loan accounts.
- Deposit items via Mobile Check Deposit.

Fees

There are no credit union fees for accessing your account through ECSFCU Mobile, however all other fees associated with your accounts as described in our "Schedule of Fees and Charges" apply. You are solely responsible for any mobile phone or text messaging charges, internet access fees, and other fees and expenses you incur by accessing your account through ECSFCU Mobile. Check with your specific mobile phone service provider for more information on their fees.

Security

Once you have registered for ECSFCU Mobile, your mobile device may be used to obtain information about your accounts and make transfers between your accounts. You are responsible for maintaining the security of your mobile device and, except as otherwise provided in this Agreement, you are responsible for all transfers made using your mobile device. Although Mobile Banking will not display the full account number for any of your accounts, it will display other sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your mobile device may be able to view this information. We are not liable for any damages or disclosure of information to third parties due to your inability to ensure the safety, security and integrity of your account and transactions when using Mobile Banking.

You further understand the importance of your role in preventing misuse of your accounts through the Mobile Banking and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information.

Notwithstanding our efforts to insure that Mobile Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Mobile Banking or e-mail transmitted to and from us, will not be monitored or read by others.

Regulation D Restrictions on Electronic Funds Transfers

During any month, you may not make more than six (6) withdrawals or transfers from your Savings accounts to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic (such as Mobile device, etc.) order or instruction. No more than three (3) of the six (6) transfers may be made by check, draft, debit card or similar order to a third party. You may make an unlimited number of withdrawals from or transfers among, your Savings



accounts by mail, messenger or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your Share Accounts through Online Banking, if you request that we send you a check. Transfers in excess of the above limitations may not be honored.

Our Liability

We will use commercially reasonable efforts to post your transaction/instruction properly to the account indicated when you use Mobile Banking properly and comply with these Terms and Conditions. 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 will be liable for your related losses or damages. However, we shall incur no liability if we are unable to complete a transaction/instruction initiated by you through Mobile Banking due to one or more of the following circumstances:

- Your error.
- Your failure to comply with these Terms and Conditions or the underlying account agreement and disclosure.
- If the Mobile Banking equipment or software was not working properly and you knew about the malfunction when you started the transaction.
- You have not provided complete or correct information
- if, through no fault of ours, you do not have enough money in your account to make the transfer
- If the transfer would go over the credit limit on your line of credit loan
- If the device was not working properly and you knew about the breakdown when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- There may be other exceptions stated in our agreement with you

Access

Your mobile phone must be text messaging-enabled or must have the ability to download a mobile banking application or access the Internet. You may access your account and other services through Mobile Banking seven days a week, 24 hours a day. However, at certain times, some or all of Mobile Banking may not be available due to technical problems and/or routine maintenance.

We do not guarantee that your mobile phone/mobile service plan (equipment) will be compatible with our Mobile Banking. You are responsible for understanding the operation and maintenance of your equipment. We are not responsible for any errors or failures related to your equipment.



Mobile phones with Internet capabilities are susceptible to viruses. You are responsible for making sure your equipment is protected from and free of viruses, worms, Trojan horses, or other harmful components which could result in damage to programs, files, phones, or could result in interception of information by a third party. We are not responsible for or liable for any indirect, incidental, special, or consequential damages that may result from harmful hardware or software components on equipment or liable if sensitive information accessed via Mobile Banking is intercepted by a third party.

We are not responsible for errors, delays, or inability to access Mobile Banking caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with Mobile Banking nor are we responsible under any circumstances for any damage to your equipment.

You agree to comply with all applicable laws, rules and regulations in relation with Mobile Banking. We make no representation that content or use of Mobile Banking is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

Activation

Your Mobile Banking will be activated only after successful authentication of your mobile phone and/or mobile phone number. The decision to require multiple authentication methods is strictly at our discretion.

Location Information

When you use location-enabled Mobile Banking, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may use location information we collect in order to protect against actual or potential fraud.

Mobile Banking is offered as a convenience to you and is included within our Internet Banking services. Mobile Banking is not a replacement to Internet Banking from your personal computer.

We are entitled to act upon instructions we receive under your User ID and Password and you are liable for all transactions made or authorized with the use of your User ID and Password. We have no responsibility for establishing the identity of any person who uses your User ID and Password. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

By directing us in conjunction with your User ID and Password, you authorize us to complete the transaction. Any requests or instructions we receive from you through the Service constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you.



Your access to Service will be blocked in the event your User ID and Password are entered incorrectly on 3 consecutive attempts. If this happens, please call us at 619-588-1515

Your Failure to comply with these Terms and Conditions will result in you no longer being allowed to use the Service.

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information. Notwithstanding our efforts to insure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us, will not be monitored or read by others.

SMS Mobile Banking Service

When this service is made available by us, your use of SMS Mobile Banking ("SMS") constitutes your agreement to these terms and conditions. You agree to provide us with a valid mobile number. You agree that we may send you text messages through your wireless provider. We do not currently charge for SMS. You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. See your account agreement for more information. Notify us immediately if you lose, cancel or make any changes to your registered device. In case of unauthorized access to your device or SMS, you agree to cancel enrollment associated with the device immediately.

You agree to indemnify, defend, and hold us harmless from any third party claims, liability, damages or costs arising from your use of SMS or from you providing us with a phone number that is not your own. You agree that we will not be liable for failed, delayed, or misdirected delivery of, an information sent through SMS; any errors in such information; any action you may or may not take in reliance on the information or SMS; or any disclosure of account information to third parties resulting from your use of SMS.

You have the right to withdraw this consent and cancel SMS at any time by texting the word "STOP" from your registered mobile device.



ECSFCU MOBILE DEPOSIT

By using Mobile Deposit ("Mobile Deposit") offered by us or clicking the electronic signature "acceptance" below, you and any joint owners or authorized users, jointly and severally, agree to the terms of this Agreement, including the following terms and conditions:

Mobile Deposit Capture Process

You will scan checks or drafts ("items") with an image capture device creating an electronic image and you will transmit an electronic file of such electronic images that we will deposit to your account. Our processing agent shall perform an image quality assessment of scanned items and shall convert items meeting our required standards into substitute checks; as such term is defined in the Check Clearing for the 21st Century Act ("Check 21") and Federal Reserve Board Regulation CC, to facilitate the deposit and collection of such items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

Funds Availability

You agree that items transmitted using Mobile Deposit are subject to a two business day (exclusive of weekends and federal holidays) check hold at the time of deposit. If it is necessary to extend the check hold longer than 2 business days, we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) business day after the day of your deposit. In certain circumstances, we may make all or a portion of your funds available immediately. You can review your available balance Online or through Mobile Banking to determine if a check hold was placed. Acknowledgment of receipt or delivery does not constitute an acknowledgment by us that the transmission of an item does not contain errors.

Deposit Limits

We may establish limits on Mobile Deposit dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit and daily available limit is displayed on the mobile device. In addition, the current monthly dollar limit is \$15,000.00 for any calendar day period.

There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.



Processing Account

You will designate your savings or checking account as the processing account to be used for the purposes of crediting, in aggregate, the financial transactions requested in connection with Mobile Deposit. Certain accounts are not eligible as processing accounts. We shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of using Mobile Deposit.

Responsibility for Scanning

You are solely responsible for scanning deposit items and accessing Mobile Deposit from us.

Deposit Requirements

You agree that you will only use Mobile Deposit to deposit checks drawn on financial institutions within the United States, excluding its territories. Checks drawn on foreign financial institutions are not eligible. You will deposit checks not falling within these requirements in person, using a night drop facility or by U.S. Mail. You agree that each check you submit for deposit through Mobile Deposit will meet the image quality standards established in American National Standards Institute's standard. Your endorsement must include your signature and account number. All checks need to be signed by the designated payee (e.g. by you or the joint owner on the account). Failure to endorse the check properly will result in the reversal of the deposit.

Check Retention & Destruction

You agree that all items belong to you and not to us and that those items shall be handled in accordance with this Agreement. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Deposit for a reasonable period of time in order to verify reconciliation and credit or to balance periodic statements, but in no case beyond thirty (30) days from the date processed, and shall properly mark the item "VOID" or destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via Mobile Deposit) and (ii) unauthorized use of information derived from the original checks. You understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures for the original checks. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process (e.g., through the use of competent shredding equipment) and, once destroyed, the original checks are no longer readable or capable of being reconstructed.



Presentment Prohibitions

You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any substitute check that has already been presented for deposit via Mobile Deposit, or (ii) any original check, the substitute check of which has already been presented for deposit via Mobile Deposit. In the event that you or any third party, presents, or attempts to present, a deposit in violation of this Subsection, you agree to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by us from any other deposit accounts with us in our sole discretion. You further acknowledge that you and not we are responsible for the processing and handling of any original items which are imaged and deposited utilizing Mobile Deposit and you assume all liability to the drawer of any item imaged using Mobile Deposit or liability arising from our printing of any substitute check from those images.

Rejection of Deposit

You understand that you are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied against you, your account, or any accounts you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays of any kind. You understand that if an item you transmit to us for deposit is rejected, we will send an email to you at the email address we have on file for your account to alert you of the rejection within 2 business days of the date we receive the original transmission of your item. Should the email be returned as undeliverable, we will have completed our obligation to alert you and therefore, we are under no further obligation to attempt any redelivery of the email. Further, you understand that we are not responsible if, for any reason, you do not receive our email. You agree that if you wish to attempt to deposit any rejected item again, you only will do so by depositing the original item on which the rejected item is based. You acknowledge and agree that even if we do not initially identify an electronic image as a rejected item, the substitute check created by us there from may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank.

Your Representations and Warranties:

You represent and warrant that:

1. You will comply with all applicable federal and state laws, and rules and regulation, including those of the National Automated Clearing House for ACH transactions;
2. All checks scanned through Mobile Deposit are made payable to you;



3. All signatures on each check are authentic and authorized; and
4. Each check has not been altered.
5. Each check has only been deposited once.

You further authorize us to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

Financial Responsibility

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with using Mobile Deposit. We shall not be liable in any manner for such risk unless we fail to follow the procedures described in materials for use of Mobile Deposit. You assume exclusive responsibility for the consequences of any instructions you may give to us, for your failure to access Mobile Deposit properly in a manner prescribed by us, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

Member's Duty to Report Errors

You shall notify us of any errors, omissions, or interruptions in, or delay or unavailability of, Mobile Deposit or a breach of security procedures as promptly as practicable, and in any event within one business day after the earliest of discovery thereof.

Account Reconciliation

You will verify and reconcile any out-of-balance condition, and promptly notify us of any errors (exclusive of weekends and applicable holidays) within 60 days after receipt of your statement from us. If notified within such period, we shall correct and resubmit all erroneous files, reports, and other data at our then standard charges, or at no charge, if the erroneous report or other data directly resulted from our error.

Our Obligations:

Financial Data

We agree to transmit all the financial data under our control required to utilize Mobile Deposit and to act on appropriate instructions received from you in connection with Mobile Deposit. We shall exercise due care in seeking both to preserve the confidentiality of your number, password, test key, or other code or identifier and to prevent the use of Mobile Deposit by unauthorized persons (and in this connection it is understood and agreed that implementation by us of our normal procedures for maintaining the confidentiality of information relating to our members, shall constitute due care) but



shall not otherwise be under any liability of any kind for any loss incurred or damage suffered by you by reason of any misuse or unauthorized use of Mobile Deposit or disclosure of any confidential information of yours.

Exception Items

When we review and process your electronic check, we may reject any electronic image that we, in our sole discretion, determine to be ineligible for Mobile Deposit including, without limitation, items drawn on U.S. Banks in foreign currency, electronic images that are illegible, electronic images of items previously processed or converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that you shall only deposit Exception Items to your accounts by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if we do not initially identify an electronic image as an Exception Item, the substitute check created by us there from may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to us.

Hardware and Software

In order to use Mobile Deposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. Current hardware and software requirements are listed on our website <https://www.eastcountyschools.org/mobile-deposit-faq>. We are not responsible for any third party software you may need to use Mobile Deposit. 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.

Service Warranty

You understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. We and our agents may, but shall have no obligation, to screen items or substitute checks for legal compliance.

Our Liabilities:

Our Performance

You acknowledge and agree that we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in performing Mobile Deposit, in accordance with or



unintentional deviation from the terms and conditions of this Agreement, including exhibits or addenda. You acknowledge that our systems and procedures established for providing Mobile Deposit are commercially reasonable. Maintenance of Mobile Deposit or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in Mobile Deposit or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the services. These difficulties may result in loss of data, personalization settings, or other interruptions. Therefore, we shall not be responsible for the timeliness, deletion, non-delivery, or failure to store any user data, communications, or personalization settings in connection with your use of the services. Further, we shall not be responsible for the operation, security, functionality, or availability of any wireless device or mobile network, which you utilize to access the services.

You agree to exercise caution when utilizing the services on your personal computer or wireless device and to use good judgment and discretion when obtaining or transmitting information.

Financial information shown on your personal computer or wireless device while using the services reflects the most recent account information available to us, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY MOBILE BANKING. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF MOBILE BANKING. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR MOBILE BANKING RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED.

MOBILE BANKING IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF MOBILE BANKING (INCLUDING WITHOUT LIMITATION THAT MOBILE BANKING WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE).

Force Majeure



We shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or any failure to perform our responsibilities hereunder due to causes beyond our reasonable control.

User Conduct

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

Indemnification

You agree to indemnify, defend, and hold us and our employees harmless (by counsel of our choosing) from and against every claim, demand, action, cost, loss, liability, cause of action of third parties, and expenses (including without limitation attorneys' fees) relating to our provision of or your use of any of Mobile Banking which we incur by (a) acting in accordance with this Mobile Banking Terms and Conditions Agreement or as a result of your failure to abide by its terms, (b) your breach of any representation or warranty herein, (c) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of Mobile Banking; (d) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to Mobile Banking; and (e) any transmission or instruction, whether or not authorized, acted upon by us in good faith. This paragraph shall survive termination of this Agreement.

Telephone Number and Address in Event of an Unauthorized Transaction or Questions

If you believe your mobile device has been lost or stolen or that someone will or may use it to access your account without your permission write us at: EAST COUNTY SCHOOLS FEDERAL CREDIT UNION, 1069 Graves Ave, Suite 100, El Cajon, CA 92021, or call us at (619) 588-1515, or visit any ECSFCU branch.



Liability for Unauthorized Use - Mobile Banking Transactions

Tell us AT ONCE if you believe that your personal access code has been lost, stolen, or discovered by an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two business days of your discovery, you can lose no more than \$50 if someone used your personal access code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your access code, and we can prove that we could have stopped someone from using your access code without your permission if you had 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 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If you authorize someone else to use your personal access code, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized.

Disputes

In the event of a dispute regarding Mobile Banking, you and we agree to resolve the dispute by looking to this Agreement. You agree that any dispute that arises under this Agreement must be filed and litigated in San Diego County, California.

This Agreement is entered into and will be performed in California and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the courts of the State of California.

No Waiver

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



Entire Agreement

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Notices

Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

Confidentiality

We will disclose information to third parties about your account or the transfers you make only when one of the following conditions exists:

1. when necessary to complete a transaction requested by you
2. in order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency in order to comply with government agencies or court orders'
3. if you give us written permission

Documentation

You will receive monthly account statements. You may elect to receive your monthly statements electronically through our eStatements service. With eStatements, your monthly account statements will be available for you to view and print within our Online Banking system. We will send you an email message monthly to notify you when your statements are available.

In Case of Errors or Questions About Your Electronic Funds Transfers

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, or send us a Secure Email through online banking, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared unless the error is on an ACH transaction. We must hear from you no later than sixty (60) days from the date the ACH transaction is posted to your account.



(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.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account that has been opened for 30 days or less, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign-initiated or Point-of-Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Debit Card use within five (5) days of notification of the loss unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

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

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

East County Schools Federal Credit Union
1069 Grave Ave Suite 100
El Cajon, CA 92021

Business Days: Monday through Friday
Excluding ECSFCU posted holidays
Phone: 619-588-1515

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Business Days

For purposes of this disclosure, our business days are Monday through Friday, excluding federal holidays.