

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

The purpose of this Agreement is to disclose information, terms, conditions, and the various laws and regulations relating to your use of the Kinecta Federal Credit Union internet banking ("Kinecta Direct"), mobile banking, and bill payment services (collectively "Online Banking"), including your rights under the Electronic Funds Transfers Act.

This Agreement is effective June 26, 2017 and supersedes any conflicting terms and conditions contained in any prior versions or amendments. Throughout this Agreement, the words "you," "your," and "yours" mean each and all of those (whether one or more persons) who are subject to the Agreement as a result of signing a Membership Application or a Signature Card for each respective account and using Online Banking. The words "we," "us," or "Credit Union" mean Kinecta Federal Credit Union. "Payee" means anyone, including the Credit Union, that you designate to pay and we accept as a payee.

Please read this document carefully. You may want to print or save this document for future reference, or if you would like a paper copy you may notify us at the telephone number listed in Part I Section 4, "Contact."

Your first login to Online Banking confirms your agreement to be bound by all of the terms and conditions of this Agreement and acknowledges your receipt and understanding of this Agreement.

Part I. General Terms

1. The Online Banking services are also subject to the Kinecta Federal Credit Union Agreements and Disclosures Booklet, as may be modified from time to time, including the general terms and conditions regarding Electronic Fund Transfers ("EFTs") contained therein, except as specifically modified herein. The Agreements and Disclosures Booklet is incorporated herein by reference. Fees and charges are disclosed in our Schedule of Fees and Charges, which is also incorporated herein by reference.
2. We reserve the right to change any provision of or establish new provisions to this Agreement upon twenty-one (21) days written notice. Further, we may, from time to time, revise or update the electronic services, electronic programs, and/or related material(s) rendering prior provisions of this Agreement regarding EFTs obsolete. Consequently, we reserve the right to terminate any such programs, electronic services, and/or related material(s) and limit access to our older/more obsolete versions and updates.
3. All times and time references noted herein refer to Pacific Time.
4. Contact. If you have questions about this Agreement or wish to provide Notice to the Credit Union regarding this Agreement, please contact us at: (800) 854-9846. If your Access Code or Password is lost or stolen, immediately contact us at: (800) 854-9846.
5. The primary or any joint owner of your accounts can sign up for and use Online Banking, including Bill Pay services, unless the member on the account(s) requests that services be blocked by calling the number above. Once such services are established, any account owner may terminate the services as provided below. One set of credentials will be produced for each primary member relationship. If you want to terminate another person's authority to use the Bill Pay service, you must notify us and arrange to change your Password.
6. Termination. We have the right to terminate this Agreement at any time. You may terminate this Agreement by calling us at the numbers above to disenroll from Online Banking.
7. Effect of Termination. Upon termination of this Agreement you will no longer have access to Online Banking, and cannot use Online Banking to conduct EFTs or other transactions. We will take reasonable steps to cancel scheduled transfers, including recurring payments; however, you should cancel any scheduled payments prior to notifying us that you are discontinuing Online Banking or Bill Pay services. We are not responsible for any payments scheduled pursuant to this Agreement or through Online Banking, which may be made before we have had a reasonable opportunity to act on your termination notice. You remain obligated for any payments we have made or make on your behalf.
8. Right to Receive Documentation of Transactions. You may print a record of any individual transaction conducted through Online Banking at any time for up to one year after the transaction is completed. A fee may be charged for copies of paper statements or other paper records as set forth in the Agreements and Disclosures Booklet and Schedule of Fees and Charges.
9. Restrictions to Prohibited or Unlawful Use: You are restricted from using our Website/Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You are prohibited from using our Website Services in any manner which could impair, incapacitate, overload, or damage any of our Website/Service(s) (or the network(s) connected to any of our Website/Service(s)) or interfere with any other party's use and benefit of our Website/Service(s). You are prohibited from attempting to gain unauthorized access to any Credit Union Website/Service, other accounts, computer systems or networks connected to any Credit Union Website/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through our Website/Services.
10. Commercial Use Restriction: Unless otherwise specified, Online Banking cannot be used for commercial use and is for your personal and noncommercial use. You may not transfer, change, reproduce, replicate, distribute, transmit, display, perform, publish, license, or monetize any information, software, products or services obtained from our Website or Online Banking.
11. Links to 3rd Party Sites: Our Website/Services may contain links to 3rd party websites ("Linked Sites"). The Linked Sites are not controlled by us and we are not accountable for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any modifications to a Linked Site. We are not responsible for webcasting or any other form of transmission received from any Linked Site nor are we accountable if the Linked Site is not working correctly. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators. You are responsible for viewing and complying with the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties (including advertisers) included within the Credit Union Website/Services or participation in promotions, including the delivery of and payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. We shall not be responsible or liable for any part of any such dealings or promotions.
12. All trademarks, service marks, trade names, slogans, logos, and other indicia of origin that appear on or in connection with the Website, including, but not limited to, the registered trademarks and service marks owned and/or controlled by us and/or our third-party vendors, are the property of Kinecta Federal Credit Union, its subsidiaries, and/or other applicable third parties. You may not copy, display or use any of these marks without prior written permission of the mark owner(s).
13. You agree to indemnify, defend, and hold us, our affiliate companies, directors, officers, employees, and agents harmless against any third party claim, demand, suit, action, or other proceeding and any other expense related to your or your authorized users' use of Online Banking.
14. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, ONLINE BANKING AND RELATED DOCUMENTATION ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. YOU FURTHER ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT ONLINE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF ONLINE BANKING IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR ACCESS DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

15. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICE, AND/OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF ONLINE BANKING. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER OR TELEPHONE SERVICE; THE DISCONNECTING OF YOUR TELEPHONE SERVICE BY YOUR TELEPHONE COMPANY OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM OR TELEPHONE SERVICE.
16. This Agreement shall be governed by and construed in accordance with the laws of California, without regard to any conflict of law provisions.

Part II. Service Requirements and Access

1. In order to use Online Banking, you must agree to the Credit Union's E-SIGN Disclosure. Online Banking is only accessible and available to members who agree and consent to receive communications electronically. By accepting the E-SIGN Disclosure, you are indicating your consent to receive via electronic means any required communication from us, including but not limited to tax statements and tax documents, required disclosures, loan and deposit statements, and member notices. We will send such e-mail notification of availability to Online Banking users, and you may access them by logging in to Online Banking. You may opt-out of receiving electronic communication by visiting us in person or by contacting us as provided above.
2. You are solely responsible for obtaining, installing, maintaining and operating all software, hardware and/or other equipment (collectively, "Equipment") necessary to access and/or use the Service, as further described below:
 - For Kinecta Direct, Internet capable device (i.e. computer, mobile telephone, tablet) ("Access Device") and Internet browser with at least 128-bit encryption capability; OR
 - For mobile banking, Android-based devices with Android operating system version 4.0.3 or higher or Apple mobile devices: iPhone 6, iPad Air 2, iPad Mini 3 or newer versions of each (either an "Access Device").

To view a complete listing of our supported browsers for Kinecta Direct, please click here: <https://direct.kinecta.org/9002Kinecta/SupportedBrowsers.aspx>

3. Further, you are responsible for obtaining and maintaining Internet Service from the Internet service provider of your choice, which includes responsibility for any fees and costs imposed by such Internet service provider or related service providers. These responsibilities include, without limitation, your utilizing up to date web-browsers, Access Devices and best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge that there are certain risks associated with using open networks such as the internet including security, corruption, transmission error, and access availability risks and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Equipment and Access Devices used to access the Service, and for the transmission and receipt of information using such Equipment. We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or your Equipment and/or Access Device nor are we responsible for notifying you of any upgrades, fixes or enhancements or for providing technical or other support for your Equipment and/or Access Device.

4. You understand that your use of an Access Device is susceptible to viruses and other security threats. You are solely responsible for making sure your Access Devices and Equipment are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your Access Device, Equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DAMAGE CAUSED BY OR RELATED TO YOUR EQUIPMENT, HARDWARE OR SOFTWARE COMPONENTS, INTERNET SERVICE OR THE INTERCEPTION BY A THIRD PARTY OF ANY PERSONAL INFORMATION AND/OR SENSITIVE INFORMATION ACCESSED THROUGH ONLINE BANKING.

Part III. Individual Online Banking Services

Section 1. Kinecta Direct

1. There is no charge to use Kinecta Direct.
2. Liability, error resolution, confidentiality, documentation, and similar topics regarding transactions in Kinecta Direct are covered by the general electronic services terms and conditions of the Agreements and Disclosures Booklet.

Section 2: Mobile Banking

1. There is no charge to use mobile banking.
2. Liability, error resolution, confidentiality, documentation, and similar topics regarding transactions in Kinecta Direct are covered by the general electronic services terms and conditions of the Agreements and Disclosures Booklet.
3. Additional disclosures may apply to individual services within mobile banking. Your use of such services is subject to your agreement to the applicable terms and conditions at the time of your transactions.

Section 3. Bill Pay Service

1. You may use the bill paying service, Bill Pay, to direct us to make payments from your designated checking account to Payees you choose in accordance with this agreement. You may use Bill Pay once you have enrolled in and signed into Kinecta Direct.
2. There is no monthly or other periodic charge for the Bill Pay service. There may be a charge for additional transactions and optional services, as disclosed in the Schedules Fees and Charges. Fees for rush/ expedited bill payments are disclosed at the time you elect for a rush/ expedited payment. You agree to pay such charges and authorize us to charge first your Bill Pay Checking Account, and in the event there are not sufficient funds in the checking account, then your Share and Money Market Share accounts, for these amounts and any additional charges that you may incur.
3. You must be 18 years of age (or age of majority depending on the state in which you reside) to set up or use Bill Pay.
4. Bill Pay payments can be for any amount between \$1.00 and \$25,000; the Credit Union may change this amount temporarily or limit individual transactions on a case by case basis to protect you or the Credit Union from potential fraud or unauthorized transactions, but has no obligation to review or block transactions on this basis.
5. When you schedule a Bill Pay payment using Online Banking, you authorize us to withdraw the necessary funds from your checking account as designated in the Bill Pay service. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your designated account or the funds are available through your checking account overdraft source(s).
6. We reserve the right to refuse to pay any Payee. We will notify you promptly if we decide to refuse to pay the person or entity you designate. In addition, we will not be able to execute any bill payment if the Payee cannot or will not accept such payment.
7. **Single Payments.** A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **12:00 pm**.
8. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.
9. **Recurring Payments.** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is not a Business Day, it is adjusted based upon the following rules:
 - o If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
 - o If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.
10. If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month that is also a business day is used as the calculated processing date.
11. For both single and recurring payments, the system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.
12. **Cancelling Payments.** A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.
13. We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
14. The risk of incurring and responsibility for paying any and all late charges or penalties with Payees is your responsibility. You must accurately enter Payee address, account number, and other information accurately. While it is anticipated that most transactions will be processed five (5) business days before your scheduled payment date, due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even a few days longer to post to your account with the Payee. You should schedule bill payments at least seven (7) business days before the actual due date with your Payee (not the late date and/or the grace period). You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
15. We are not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "Payee" for a bill payment.
16. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.
17. As provided in the Agreements and Disclosures Booklet, there are some exceptions to our liability for not properly completing an EFT to or from your account on time or in the correct amount.
18. Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.
19. THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY RELATED TO THE BILL PAY SERVICE.

Part IV. Security

1. As provided in the Agreements and Disclosures Booklet, your Online Banking services may be accessed by a PIN (User Name) and Access Code (Password).
2. At registration for Online Banking, you will be prompted to provide a Password that is in compliance with the requirements provided upon enrollment. Passwords are case sensitive. Additionally, we recommend that you provide an email address and phone number to use for authentication and access verification. You may change your Password thereafter whenever you wish using Online Banking.
3. The loss, theft, or unauthorized use of any card number, account number, User Name, PIN, access code, Password, or other means to access your account ("Account Information") could cause you to lose some or all of the money in your accounts, including draws on your credit card or courtesy pay amounts. Additionally, it could permit unauthorized persons to gain access to your sensitive personal and account information and to use such information for fraudulent purposes.
4. If, at any time, you believe that your Account Information has been lost or stolen or the Service has been used or accessed without your authorization, you agree to notify us immediately.
5. You understand that if you disclose your account information to any person(s), you have given them access to your account(s) via the Service including the ability to review all of your personal and financial information and to engage in account transactions. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or that person initiates with fraudulent intent are also authorized transactions. In such instances, you assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your accounts and for use of any of your personal and account information by such person(s). We are entitled to act on all transaction instructions received using your User Name and Password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your account information in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your User Name and Password. You will be responsible for any transactions made by such authorized persons up to the time you notify us of the revocation and the User Name and Password have been changed.
6. For your protection, you should sign off after every session and close your browser to ensure confidentiality. To maintain the security and privacy of your account, we recommend that you periodically change your Password. Further, we recommend that you memorize your Password and do not write it down. You are responsible for keeping your User Name, Password, account numbers and other account information confidential.
7. In our sole discretion, we may change the parameters for User Names or Passwords used to access the Service without prior notice to you. If we do so, you will be required to change your User Name or Password the next time you access the Service.
8. Your User Name and Password are established for security purposes. You understand that you cannot use the Service without a User Name and password. **YOU AGREE THAT USE OF THE USER NAME AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your password acts as your signature.** All transactions affected by use of Online Banking contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your User Name and Password(s) or as otherwise authorized under this Agreement.
9. If you fail to maintain the security of your User Name and/or Password and the Credit Union suffers a loss as a result, we may terminate your access to the Service immediately, as determined in our sole discretion.