<u>Real Time Payment</u> <u>CONSUMER DISCLOSURES AND TERMS AND CONDITIONS</u>

Disclosures to be Provided with Each Transaction (Sending Participants)

- Payments through Real Time Payment are irrevocable and cannot be reversed. You should only use the Service to make payments to people or businesses that you know. If you send payment to a person or business that you do not know, or you do not verify the identity and legitimacy of persons who contact you and ask for payment, you may lose the full amount of your payment.
- You are responsible for verifying that you have provided the correct payment routing information, such as mobile number, email address, or routing and account number, and payment amount for the person or business to which you intend to send the payment. You acknowledge and agree that Kinecta Federal Credit Union has no obligation to verify the accuracy or completeness of the information that you provide to send this payment.

Disclosures to be included in Customer Agreement or at Enrollment for Use of Service *Electronic Consent and Acceptance*

In order to enroll to use Real Time Payment, you understand that you have previously agreed to our E-SIGN disclosure and hereby consent to receive and accept the terms and conditions of this Agreement, and any amendments to it, electronically. You acknowledge that you have read this Agreement carefully before accepting its terms, as well as acknowledging receipt of and reading the Other Agreements, which have already been provided to you. We may amend these terms and modify or cancel the Real Time Payment, from time to time without notice, except as may be required by law.

By using the Real Time Payment, you hereby accept this Real Time Payment Agreement and agree to all the terms, conditions and notices contained herein and accept responsibility for your use of the Real Time Payment. We reserve the right to provide information and notices about the Real Time Payment to you by electronic or non-electronic means.

Introduction

These terms and conditions (these "**Terms**") are applicable to you in connection with your use of [Real Time Payment] (the "**Service**"). These Terms form a part of your customer agreement (the "**Agreement**") with Kinecta Federal Credit Union; provided, that in the event of a conflict between these Terms and this Agreement, these Terms shall control with respect to the Service and your use thereof. By sending payments or not returning payments received through the Service, you agree that you accept and will comply with these Terms. If you wish to return a payment received through the Service, you must contact Kinecta Federal Credit Union at 800-854-9846.

Definitions

As used in these Terms, the following terms shall have the corresponding meanings set forth below.

Payment Amount means the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer.

Person means a natural person.

RTP System means the real-time payment system that is accessed through the Service.

Sender means a Person that sends a payment through the Service.

Sending Financial Institution means us, when you are the Sender, and means the financial institution that holds the Sender's account, when you are the Receiver.

Service Participant means a financial institution that participates in the Real Time Payment (RTP) System.

Service Provider is a company that arranges for account-to-account payments to customers of U.S. financial institutions.

Service Transfer means a payment from a Sender to a Receiver through the Service.

Service Transfer Amount means the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver.

Receiver means a Person that receives a payment through the Service.

Receiver Addressing Information means the name of the Receiver and the Receiver's mobile number, email address, or routing and account number, as applicable.

Receiving Financial Institution means us, when you are the Receiver, and the Receiver's financial institution, when you are the Sender.

Us, We, Our, the Credit Union means Kinecta Federal Credit Union.

You, Your mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

About the Service and Consent

The Service enables you to send payments to and receive payments from Persons that bank with Service Participants. In addition, you can use the Service to receive requests for payment from Persons that bank with Service Participants. If approved by Kinecta Federal Credit Union, you may also be permitted to use the Service to send requests for payment to Persons that bank with Service Participants. You may register for the Service which will make future Transfers more convenient for you. To use this Service, you are providing information to our Service Provider from your mobile device or desktop computer. Service Provider is a vendor of Credit Union.

By participating in the Service, you are representing to the Credit Union that you are the owner, or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the Transfers and represent to the Credit Union that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

You will get a monthly account statement unless there are no Transfers in a particular month. In any case you will get the statement at least quarterly.

Access to the Service

We may suspend or terminate your access to the Service at any time, including if we determine that you have used the Service in a manner that violates these Terms. In addition, we may discontinue or modify the Service at any time in our sole discretion.

Service Providers

We are offering you the Service through one or more service providers with whom we have contracted some or all of the Service on our behalf. You agree that we have the right under this Agreement to delegate to our service providers certain rights and performance obligations that we have under this Agreement, and that our Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.

Authorization

You are solely responsible for all transfers you or any joint owners of your accounts authorize using the Services. If you permit other persons to use the Service, you are responsible for any transactions they authorize or conduct on any of your accounts. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.

Sending Funds

You may initiate a Service Transfer by submitting a request (a "Service Transfer Request") through our website, our mobile app, or such other channels as we may make available from time to time. When you submit a Service Transfer Request, you will be required to provide Receiver Account Number and Routing Number Receiver Address Information for the Receiver and the Service Transfer Amount. By submitting a Service Transfer Request, you represent and warrant that the Service Transfer complies with these Terms.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to deduct the Payment Amount from your account. We may deduct this amount as soon as immediately upon your submission of the Service Transfer Request. You must have sufficient available funds in your account at the time of the initiation of the Transfer. If you do not have sufficient available funds for the Transfer, your Transfer will be rejected, and nothing further will happen.

The Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. However, the Service may be unavailable from time to time, including due to scheduled or unscheduled maintenance.

You may not send more than \$20,100.00 through the Service in a single transaction and we may establish a lower single transaction limit for you (the "**Per-Transaction Send Limit**"). We may also establish limits for total daily, weekly, or monthly transactions (the "**Total Transaction Send Limit**"). We may block any attempted Service Transfer that exceeds the Per-Transaction Send Limit or Total Transaction Send Limit. We may modify the amount and frequency limitations of Transfers at any time for security reasons, due to account activity, or for any other reason at our

sole discretion. You may be denied service for insufficient funds in your account. We will notify you of such adjustments.

Please be advised that your mobile carrier may charge you for text messaging or data usage. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. The receiving institution may also charge a transaction fee. We are not responsible for fees charged by your mobile carrier or financial institution.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Credit Union or the third party institution, which holds the account, has finally settled such credit.

Except as required by applicable law, we do not reimburse consumers for losses from the Service due to fraud, even when the losses are timely reported by members. If you receive a suspicious text or email claiming to be from the Credit Union, please contact Kinecta Federal Credit Union directly to report it and do not reply to it.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the account number you are providing. You authorize Kinecta Federal Credit Union, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize Kinecta Federal Credit Union to debit your account to complete the Transfer you request.

We reserve the right to, at any time, (1) decline to effect any Transfer that we believe may violate applicable law or our policies or procedures; (2) refuse to complete any Transfer in our sole discretion; (3) screen any recipients of the Service; and/or (4) reject or cancel a Transfer if required by federal, state, or other laws, rules, or regulations. Service Provider may also, at any time, decline to effectuate any Transfer in its discretion.

Risks Associated with the Service

There are risks associated with using the Service. Service Transfers are irrevocable and cannot be reversed. You should only use the Service to make payments to Persons that you know. If you receive a request for payment through the Service, you should verify that the request relates to a payment you were expecting to make to the Person who requested payment. If a request for

payment that you receive through the Service does not relate to a payment you were expecting to make to the Person who requested payment, please notify us at 800-854-9846. If a Person contacts you outside of the Service and asks for payment, you should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a Service Transfer Request. If you send payment to a Person that you do not know, or you do not verify the identity and legitimacy of persons who contact you and ask for payment, you may lose the full amount of your payment.

Kinecta Federal Credit Union. does not provide buyer protection with respect to Service Transfers. That means that you cannot reverse or dispute a Service Transfer on the basis that you are dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because you wish to return purchased goods or cancel a pre-paid service.

The Service does enable you to request that the Receiver return funds to you, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because you entered the incorrect Service Transfer Amount or funds were sent to someone other than your intended Receiver because you incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information you entered was associated with someone other than your intended Receiver. If you wish to request that a Receiver return funds that you sent through the Service (a "**Return Request**"), please notify us at 800-854-9846. Our sole obligation is to transmit the Return Request to the Receiving Financial Institution through the Service. Kinecta Federal Credit Union cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to initiate a payment using the Receiver Addressing Information. Based on information available to us, we will provide you the Receiver name associated with the Receiver Addressing Information. HOWEVER, WE MAKE NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO US IS CORRECT, AND YOU ARE RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A SERVICE TRANSFER REOUEST. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE **RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH** YOUR INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, KINECTA FEDERAL CREDIT UNION'S SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE SERVICE IN THE SERVICE TRANSFER AMOUNT INDICATED BY YOU USING THE RECEIVER ADDRESSING **INFORMATION PROVIDED BY YOU. EXCEPT AS OTHERWISE REQUIRED BY** STATE OR FEDERAL LAW, KINECTA FEDERAL CREDIT UNION SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO ANY LOSS THAT YOU EXPERIENCE DUE

TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH YOUR INTENDED RECEIVER, OR YOUR FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE SERVICE TRANSFER AMOUNT.

Receiving Payments

You are not obligated to accept a payment that is sent to you through the Service. If you wish to reject a payment sent to you through the Service, please contact us at 800-854-9846.

A Sender may request that you return funds sent through the Service. If we receive a return request, we will contact you.

Incoming payments to you through the Service cannot exceed \$20,100.00 per Service Transfer (the "**Per-Transaction Receive Limit**"). If you are expecting a Service Transfer, it is your responsibility to advise the Sender of the Per-Transaction Receive Limit.

Fees

There is no fee to use the Service. Refer to our Consumer Schedule of Fees and Charges for additional fees that may apply to a specific Transfer or request under the Service. Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. The receiving institution may also charge a transaction fee.

Requests for Payment

You may not use the Service to submit requests for payment unless you have been approved by Kinecta Federal Credit Union to do so. If you wish to submit requests for payment through the Service, please contact us at 800-854-9846.

If you have been approved to submit requests for payment through the Service, the following terms apply:

- You may only submit requests for payment to Persons who (i) are known to you and (ii) would reasonably expect to receive a request for payment from you.
- By submitting a request for payment, you represent and warrant that the request is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful.
- You acknowledge and agree that Kinecta Federal Credit Union does not guarantee that the Sender will send payment in response to or otherwise accept your request for payment.
- Any dispute between you and a Sender must be resolved directly between you and the Sender. Kinecta Federal Credit Union has no responsibility for and shall not be liable to you in connection with, any dispute between you and a Sender.
- You acknowledge and agree that Kinecta Federal Credit Union may suspend or terminate your ability to submit requests for payment or your access to the Service in the event that Kinecta Federal Credit Union reasonably suspects you have failed to comply with these Terms in conjunction with requests for payment.

Failed Service Transfers

A Service Transfer may fail if:

- there are insufficient funds available in the Sender's account when the Sender submits the Service Transfer Request;
- the Sending Institution suspects or determines that the Service Transfer does not comply with these Terms or the rules of the RTP System;
- the Receiver rejects the Service Transfer or has declined to receive Service Transfers;
- the Service Transfer Request exceeds the Sender's Per-Transaction Send Limit or Total Transaction Send Limit;
- the Receiver's account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
- the Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
- the Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
- the Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within 15 seconds of transmission of the Service Transfer Request by the Sender unless the Service Transfer fails or is delayed as described above.

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

Availability of Funds

Funds transferred through the Service will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the Service Transfer Request and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

Prohibited Payments

You agree that you shall not use the Service to make or receive any of the following types of payments (each, a "**Prohibited Payment**"): (i) payments that violate or appear to violate any local, state, or federal law or regulation, including all regulations of the Office of Foreign Assets Control (ii) payments to accounts domiciled outside the United States, (iii) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "**Test Payment**"); provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to you by a Receiver that wishes to receive a payment from you; (iv) Transfers that violate any law including, but not limited to (1) any "racketeering activity" as defined in 18 U.S.C. § 1961, or (2) any gambling, gaming, betting, or similar activity or transaction.

You acknowledge that you are permitted to use the Service solely for the purpose of making payments from or receiving payments to your account consistent with the terms of use of the account set forth herein, and that to the extent you are sending or receiving a payment through the

Service for another person, such other person must be a resident of or domiciled in the United States of America. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

Liability

BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS OFFERED ON AN AS-IS, WHERE-IS BASIS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, KINECTA FEDERAL CREDIT UNION DISCLAIMS, TO THE MAXIMUM AMOUNT PERMITTED BY LAW, ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. KINECTA FEDERAL CREDIT UNION DOES NOT GUARANTEE THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. EXCEPT AS REQUIRED BY LAW, INCLUDING AS SET FORTH IN THE SECTIONS HEREIN ADDRESSING ERROR RESOLUTION, UNAUTHORIZED TRANSACTIONS AND LOST/STOLEN CREDENTIALS, OR OTHERWISE PROVIDED HEREIN, KINECTA FEDERAL CREDIT UNION'S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE SERVICE SHALL BE LIMITED TO WHERE WE FAIL TO EXERCISE ORDINARY CARE IN PROCESSING ANY TRANSACTION. WITHOUT LIMITING THE FOREGOING, KINECTA FEDERAL CREDIT UNIONSHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGE.

Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your mobile phone in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline

cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

Access to Information about You

You may review and update your personal information through your online and mobile application at any time to ensure that it is accurate.

Once you close your Accounts with the Credit Union or you no longer have a checking account, you may no longer send Transfers. However, your Account information will be maintained for a retention period, usually five years, to accommodate any residual issues that may arise.

You hereby authorize us to disclose information to third parties (including the receiving financial institution) about your account or the funds you send or receive:

- as necessary to complete transactions;
- as necessary in connection with offering the Service;
- in connection with the investigation of any claim related to your account or the funds you send or receive;
- to comply with government agency or court orders;
- in accordance with your written permission; and/or
- as otherwise permitted by the terms of our privacy policy, as posted on our website.

Amendments

The Credit Union may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. The Credit Union may also provide you with an email notification of such amendments. The Credit Union may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

Unauthorized Access/Transfers

Tell us AT ONCE if you believe your password has been lost, stolen or if you believe someone has scheduled Transfers or may schedule Transfers or otherwise use your account without your permission. Telephoning is the best way of keeping your possible losses down. Telephone us at 800-854-9846, send a secure message via Online Banking or write us at P.O. Box 10003, Manhattan Beach, CA 90266. A written notification from you should follow your telephone call.

You are responsible for safekeeping of your password and account security, as such you may be liable for the full amount of any unauthorized transfers which arise from loss or theft of your account credentials.

Liability for Transfers You Initiate

You understand and agree that you are responsible for all Transfers you authorize using the Service. Transfers that you or someone acting with you initiate with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all Transfers that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or Transfers you initiate in error.

In Case of Errors or Questions about Your Account

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must tell us no later than sixty (60) days after the FIRST statement is sent to you in which the problem or error appeared.

Telephone us at 800-854-9846, send a secure message through Online Banking or write us at: P.O. Box 10003, Manhattan Beach, CA 90266.

- 1. Tell us the name and account number.
- 2. Describe the error or transaction 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you (or within twenty (20) business days, in the case of a claim made within thirty (30) calendar days after an account is opened ("New Account")) and will correct any error promptly. If we need more time, however, we may take forty-five (45) days to investigate your complaint or question.

If we decide to do this, we will re-credit your account within ten (10) business days (twenty (20) business days for New Accounts) for the amount you think is in error, so that you will have 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 your complaint or question within ten (10) business days, we may not re-credit your account. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Time for Making a Claim

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

Indemnification

You agree to indemnify, defend, and hold Credit Union and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

Severability

If any provision of these Terms of Use are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

Applicable Law

This site is created and controlled by Kinecta Credit Union in the State of California. As such, the laws of the State of California will govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that if you have not previously opted out of the Arbitration and Waiver of Class Action in the Truth in Savings Booklet contained in Part I, is hereby incorporated by reference as if fully set forth herein. Any and all disputes, controversies, or claims arising out of or relating to this RTP Agreement shall be resolved according to the terms of the Arbitration and Waiver of Class Action.

Contacting Us

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

Member Service: 800-854-9846 Kinecta Federal Credit Union P.O. Box 10003 Manhattan Beach, CA 90266

Disclosure Access

You may access our Privacy Policy at <u>https://www.kinecta.org/privacy</u> relating to the collection and use of your information.

Credit Union members may access Our Electronic Fund Transfer (EFT) disclosure by viewing our Agreements and Disclosures document at <u>https://www.kinecta.org/disclosures</u>. Non-Credit Union members should consult their financial institution for their EFT disclosures.