

## **Online Access Agreement and Disclosure Statement**

This Agreement states the terms and conditions that apply when you Internet-enable qualifying account(s), access account information over the Internet, or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. By clicking the "I Agree" button, you agree to receive electronically this Agreement, any and all Agreement amendments, any and all disclosures required by federal and state law, and all other communications from Coastal1 Credit Union. By registering for and using the Coastal1 Credit Union Online Banking Services ("Online Banking service"), you agree to the terms and conditions of this Agreement. This Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Rhode Island. By registering for and using the Bill Pay service, you agree to the terms and conditions of the iPay Technologies, LLC Bill Pay Service Agreement, and any applicable provisions of this Agreement relating to the Bill Pay service.

**Please note that all new Online Banking users automatically receive Account Statements electronically (eStatements).** If you would prefer to receive your Account Statements in paper form via postal mail service, please click on the *eStatement Opt Out* link under *Services* within Online Banking. eStatements are available to you at no cost and will enable you to view your current and past Account Statements for all of your statement accounts on a secure website.

### **Explanation of Certain Terms**

"We", "us" and "our" mean Coastal1 Credit Union. "You", "your", "I", "me", and "my" mean an individual person, business entity, the business entity's designated Administrator, and/or each Authorized Representative that we permit to use the Internet banking services subject to the terms of this Agreement.

"Administrator" means, any business entity employee or other person that the business entity designates as being its Administrator under this Agreement and whom the business entity represents to us is an individual who is authorized to act as a legal representative of the business entity .

"Authorized Representative" means, if you are a business entity, anyone designated by the Administrator as an Authorized Representative under this Agreement and anyone whom we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our Online Banking service.

“Internet-enable” your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

“Online Banking” means the services provided under this Agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, and also includes our Bill Pay service which is governed by the iPay Technologies LLC (“iPay”) Bill Pay Service Agreement, which is incorporated herein by reference with respect to the Bill Pay service offered by us through iPay. Sometimes we refer to both of these services collectively as “Online Banking service” or “Online Banking services”.

“Online” means through the Internet by use of a personal computer or other screen-based electronic device, including a Wireless Device.

“Account” means a deposit, loan or other account for which transactions may be performed using our Online Banking service. Sometimes we refer to such accounts as “Account” or “account”.

“Consumer account” means an account established primarily for personal, family, or household use.

“Business account” means an account that is established by a Business Entity.

“Access Codes” include the secure access codes, challenge codes, log-in, password and any other means of access to our Online Banking service and Bill Pay service that we establish or provide for you.

“Software” is any application or updates to previously published/installed applications provided by Coastal Credit Union through applications already on your Wireless Device or obtained from online application stores (i.e. iTunes or Droid Marketplace) used to access Mobile Banking from your Wireless Device.

## **Access Codes**

To use our Online Banking service, you must use the Access Codes you establish. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your Access Codes will have full access to your accounts even if you attempt to limit that person’s authority. Additionally, that person will have full access to any other of your accounts which are accessed by those Access Codes, even

if those accounts are in your name with another person (Business entities and their Administrator and Authorized Representative(s) should also refer to the Access Codes provisions included in the Special Provisions section of this Agreement that applies only to business entities and their authorized individuals).

None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your Access Codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled “Notify us IMMEDIATELY for Unauthorized Transactions”.

- Do not share your Access Codes with anyone.
- Do not store your Access Codes in a conspicuous place.
- Log off of Coastal1 Credit Union Online Banking when you are finished using it.
- Do not walk away from your computer while logged on to Coastal1 Credit Union Online Banking.
- Use anti-virus software to keep your computer clean and free of viruses.
- Use anti-malware software to keep your computer clean and free of malware.
- Make sure you access the site directly at [www.Coastal1.org](http://www.Coastal1.org), instead of clicking on links in an e-mail that may be disguised as Coastal1 Credit Union.

## **Protecting Your Personal Information**

In addition to protecting your Access Codes, you should also take precautions to protect your personal identification information, such as your driver’s license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

### Electronic Mail (E-mail)

Sending electronic mail (E-mail) through the Online Banking service is a way to communicate with us. E-mail within Online Banking is secure and is provided for you to ask questions about your account(s) and provide general feedback. It is accessible

after you sign on with your Access Codes to the Online Banking service and is available under “Messages”. To ensure the security of your account information, we recommend that you use secure E-mail when asking specific questions about your account(s). Any E-mail that we send to you through the Online Banking service will be considered as if it were sent by U.S. mail, postage prepaid, and will be considered received within three (3) calendar days of the date sent by us, regardless of whether you sign onto the Online Banking service during that timeframe. Unless not permitted by applicable law, any E-mail that you send to us will not be effective until we receive and had a reasonable opportunity to act upon such E-mail message. Therefore, we urge you to report all matters requiring immediate attention, such as reports of alleged unauthorized transfers or errors or stop payment requests, by calling Coastal1 Credit Union Member Service at 401-722-2212 or 1-800-298-2212. However, we may require you to send us a written confirmation of any such oral or electronic stop payment or notice of alleged error.

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within the Online Banking service or call 401-722-2212 or 1-800-298-2212.

E-mail messages that you send to us or receive from us sent over the public Internet (i.e., not sent through Online Banking) are not necessarily secure. Therefore, we will not send to you, and we urge you not to send to us, any confidential information about your Accounts via the public Internet E-mail.

### Address Changes

We may rely upon your address as it appears on our records, including, without limitation, your E-mail address, unless and until you provide notice of a change of address online via Services / Member Profile within Online Banking, or via mail to Coastal1 Credit Union, 1200 Central Avenue, Pawtucket, RI 02861, Attention: Operations Department, and we have had a reasonable opportunity to act upon such notice.

### Security

The Online Banking service is designed to safeguard your online transactions from unauthorized use. In addition to user IDs and password, secure Access Codes and user and computer registration provide multiple levels of protection.

### **Individual Agreement for Online Banking Service**

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only member under this Agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

### **Qualifying Accounts**

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/signer/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

### **How to Use Our Online Banking Service**

Please refer to the online help and instructions on how to use our Online Banking service which appear on our Online Banking service website. These instructions are part of this Agreement.

### **Types of Online Banking Services**

You, or someone you have authorized by giving them your Access Code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts;
- Update your personal contact information such as address, E-mail, and/or phone(s);
- Obtain other services or perform other transactions that we allow.

### **Funds Transfers**

You may make funds transfers using the Online Banking service. You may transfer funds between qualifying accounts you own at Coastal1 Credit Union, referred to as Internal Transfers, and between your qualifying Coastal1 Credit Union accounts and accounts you own at other financial institutions, referred to as External Transfers. You may also transfer funds from your Coastal1 Credit Union accounts to an account of another Coastal1 Credit Union member, referred to as a Member-to-Member Transfer.

All Transfers may be created as a one-time transfer, a one-time scheduled transfer, or as a recurring scheduled transfer.

## **External Transfers**

You may choose to add qualifying accounts which you would like to use with the funds transfer service. All qualifying accounts must be with financial institutions in the United States and in U.S. dollars.

A qualifying account may be added or deleted by you at any time.

To add a qualifying funds transfer account, you authorize us to make small deposits to the qualifying account to confirm your control of the account. You agree to verify, online, the amount of such deposits. The qualifying account will be activated for use upon your verification of the deposit amounts.

Upon your request, we will make electronic transfers from a qualifying account via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made within the Online Banking service constitute your written authorization for such transfers.

You agree that we are not responsible to investigate discrepancies between account number and names on the account and may execute that transaction with account number reference only.

If your qualifying account ever reflects an amount owed to us, you agree to pay such amount to us immediately upon demand. You also agree to pay for all collection costs including reasonable attorney fees. For an External Transfer, we debit one of your accounts and credit another of your accounts. If the debit side of the transaction fails and the credit side of the transaction is completed, you authorize us to collect from the account to which the credit side of the transaction was sent. We reserve the right to resubmit a debit or a partial debit against any of your qualifying funds transfer accounts to recover any deficiency resulting from the original amount plus any fees imposed.

## **Limits on Online Funds Transfers**

You must have enough available money or credit in any account from which you instruct us to make a transfer.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the

right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

Internal Transfers and Member-to-Member Transfers may be made in any amount that does not exceed the available balance for any qualifying Coastal1 Credit Union account.

External Transfers are limited as follows:

- Number of Transfers Per Account Per is Day 3
- Number of Transfers Per Day is 3
- Number of Transfers Per Month is 25
- Amount Per Transaction is \$10,000
- Amount Per Account Per Day is \$10,000
- Amount Per Day is \$10,000
- Amount Per Month is \$10,000

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any monthly statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfer, computer transfer, transfer by telephonic order or instruction, or by check, draft, debit card, or similar order payable to third parties.

### **When Online Funds Transfers are Made**

#### Internal Transfers and Member-to-Member Transfers:

- One-Time transfers occur immediately upon submission, 7 days per week, 24-hours per day.
- Scheduled One-Time or Recurring Transfers occur at approximately 9:00 AM EST 7 days per week.

#### External Transfers

- The daily cut-off time for an External Transfer is 1:00 PM EST on credit union business days, Monday through Friday. Saturday, Sunday and federal holidays are not business days. External Transfers submitted after 1:00 PM will be processed on the next business day.
- The typical time to send or receive money using the ACH network is 3 to 5 business days. We do not guarantee any specific turn-around time for this type of transfer. You should check your accounts to see debit or credit amounts to confirm the status of transferred funds.

### **Transfers Involving Insufficient Funds**

If you instruct us to make an External Transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line or a discretionary overdraft privilege service if it is made available to you), we may refuse to complete the transaction. (Note: the available credit under the discretionary overdraft privilege service is NOT available on Internal Transfers). We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

### **Our Liability for Failure to Complete Transfers from Consumer Accounts**

If we do not complete a transfer from a consumer account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.
- If any transfer would go over the credit limit of any account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.



- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your transfer to be received and credited.
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

### **Stopping or Changing Transfers/Stopping Checks**

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change. External Transfers must be cancelled by 1:00 PM of the day of the scheduled transfer.

Stop Payments for checks (electronic or written) can be submitted within Online Banking using the Stop Payment feature in Services. You may also call us at 1-800-298-2212 or by using any electronic stop payment method which we provide for this purpose. If you call, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call. There may be fees applied to your account(s) for using stop payment services. Please check our Service Fees Schedule for more information.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

### **Bill Pay Service Enrollment**

To enroll for the Bill Pay service, you must access the “Bill Pay” section of the Online Banking service, designate any one of your Coastal1 Credit Union checking

accounts as the primary account for use with the Bill Pay service and comply with the separate terms and conditions governing the Bill Pay service. If you use these services, you acknowledge and agree to the terms and conditions set forth in the Bill Pay Agreement accepted by you during the enrollment process.

## **eStatements**

I understand that pursuant to my Account agreements with Coastal1 Credit Union, I may be entitled to receive periodic Account Statements in connection with my Account, such as periodic deposit account statements, and also combined deposit account and loan account statements that I have authorized ("Account Statements"). I hereby authorize Coastal1 Credit Union to discontinue sending any such Account Statements in paper form via postal mail service for my Account, and to instead deliver any and all such Account Statements to me electronically (eStatements) unless I have opted out of such service. I also authorize Coastal1 Credit Union to provide me electronically with Account disclosures, Account-related notices, any and all disclosures required by federal and state law, and other materials that may relate to my Account and which may have been enclosed with Account Statements sent in paper form. I understand and agree that Coastal1 Credit Union will send me an e-mail on an ongoing monthly basis to my designated primary e-mail address notifying me that my eStatements are ready to be viewed on the Coastal1 Credit Union Online Banking site. I must access the Coastal1 Credit Union Online Banking system in order to view my eStatements; and I confirm that I can print and download my eStatements to my personal computer. I understand and agree that I will no longer receive paper copies of my Account Statements, unless and until I opt out of eStatements by completing and submitting the eStatement Opt Out form within Online Banking. I also may request a paper copy of any Account Statement by contacting Coastal1 Credit Union at 401-722-2212 or 1-800-298-2212. (A fee may be charged for any such paper copies, as set forth in the Coastal1 Credit Union Service Fees schedule).

I further understand and agree that:

I am the primary or secondary accountholder of any Account for which I request Coastal1 Credit Union to issue an eStatement.

If the Account on an eStatement is a joint account, I acknowledge that I am the primary or secondary holder of such joint Account and that my acceptance of the terms of this Online Access Agreement and Disclosure Statement (Agreement) has been authorized by each of the joint holders of the Account. All joint holders of the Account are legally bound by the terms and conditions of this Agreement.

Transactions performed on any Account by electronic means, which contain an electronic signature and/or where my designated PIN and/or Coastal1 Credit Union Online Banking Sign-On ID and Online Banking Password are utilized and where the security procedures described below are utilized, shall be considered authorized by me, subject to any limitations on consumer liability provisions under applicable laws and regulations.

My ongoing consent to receive subsequent Account Statements electronically is voluntary and may be withdrawn at any time. I may withdraw such consent at any time by completing and submitting the eStatement Opt Out form within Online Banking. Coastal1 Credit Union must receive my consent withdrawal by the 25<sup>th</sup> day of the month in order to become effective for that Account Statement cycle; otherwise, my consent withdrawal will become effective for the next following Account Statement cycle. Upon the effective date of such revocation, I understand and agree that I will no longer have access to my Account Statements online and that I will receive all Account Statements in paper form via postal mail service.

I agree to maintain a valid, active e-mail address. I must promptly notify Coastal1 Credit Union of any change in my e-mail address by accessing the Coastal1 Credit Union Online Banking site, and submitting my new e-mail address via "Messages". I also must provide a notice of a change in my postal address by mailing such notification to Coastal1 Credit Union, ATTN: Operations Department, 1200 Central Avenue, Pawtucket, R.I. 02861. Coastal1 Credit Union is not liable for any third party-incurred fees, interception or viewing by an unauthorized party, or other legal liability, or any other issues or liabilities arising from eStatements or notifications sent to any e-mail address or postal address that I have provided to Coastal1 Credit Union reserves the right to discontinue the eStatements service at any time.

### Security Procedures

I understand that I cannot access my eStatements without first signing up for Coastal1 Credit Union Online Banking ("Online Banking") and obtaining an Online Banking Sign-On ID and an Online Banking Password. I AGREE THAT USE OF MY ONLINE BANKING SIGN-ON ID AND ONLINE BANKING PASSWORD TO ACCESS ONLINE BANKING IN ORDER TO ACCESS MY eSTATEMENTS CONSTITUTES A REASONABLE SECURITY PROCEDURE. I further understand that if I disclose my Online Banking Sign-On ID and Online Banking Password to other people, they may also have the ability to access my eStatements, as well as the Coastal1 Credit Union Online Banking system, and I will be responsible for any

transactions they may complete. Except as otherwise provided by applicable law, I agree that Coastal1 Credit Union shall have no responsibility or liability for any and all losses or damages of any kind whatsoever that I may incur which result from, arise from, or relate to the intentional, negligent, or inadvertent disclosure by me of my Online Banking Sign-On ID and Online Banking Password or Account information to third parties. I agree to notify Coastal1 Credit Union immediately if I believe any of my Accounts have been accessed without my permission or my Online Banking Sign-On ID and Online Banking Password have been used without my permission to access my Accounts. The terms and conditions in this Agreement only apply to the Online Banking, Bill Pay, and eStatements services. Provisions in other Coastal1 Credit Union Account agreements and disclosures, including but not limited to, the Important Account Information for Our Members Document, any and all loan agreements and disclosures, as may be revised from time to time, will remain effective, as applicable, for all other aspects of the Accounts involved.

### Hardware and Software Requirements

I understand that in order to access and retain this Agreement and to access and retain my eStatements through Coastal1 Credit Union Online Banking, I must have access to a computer with recent versions of a common Internet browser (i.e. Internet Explorer, Firefox, Safari, Netscape Navigator, etc.) and Adobe Acrobat Reader. I confirm that my computer or electronic device permits me to access and retain documents electronically. If necessary, I may contact Coastal1 Credit Union's Electronic Services Dept. to confirm my software/version is acceptable. As described in this Agreement, I understand that access to this service may be unavailable due to system maintenance, and that I will be notified online when this occurs. I also understand that, except as specifically provided in this Agreement or by applicable law, Coastal1 Credit Union will not be responsible for any loss, property damage or other injury, whether caused by the equipment, software, system unavailability, Coastal1 Credit Union or by Internet service or online service providers or any of their agents.

### **Mobile Banking**

Mobile Banking is a personal financial management service that enables you to use certain mobile phones and/or other wireless devices (together, "Wireless Devices") to access your Coastal1 Credit Union account information, make transfers among your previously authorized accounts, remit payments to payees you have previously authorized to receive payment through our Online Banking services and conduct such other banking transactions as are described on our website ([www.Coastal1.org](http://www.Coastal1.org)).

### Use of Mobile Banking

To use Mobile Banking services, you must first be enrolled in our Online Banking service. You must then install the Software on a compatible and supported Wireless Device. In order to properly use Mobile Banking, you agree to review and follow the instructions provided on our website which are incorporated herein by reference. You accept responsibility for learning how to use Mobile Banking in accordance with those instructions, and agree to contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure you know how to properly use your Wireless Device and the Software. You agree that neither we nor our service providers shall be liable for any loss or damage to you caused by your failure to properly use the Mobile Banking services and/or the Remote Deposit Capture services described in this Agreement (both referred to as "Mobile Banking services"), the Software or your Wireless Device. The availability, timeliness and proper functioning of Mobile Banking services depend on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. You understand and agree that Mobile Banking services may not always be accessible and may have limited utility over some wireless networks, such as while roaming. You agree that the Mobile Banking services may not operate without interruption or be error-free and that neither we nor our service providers shall be liable for any loss or damage to you caused by any unavailability or improper functioning of the Mobile Banking services.

#### Relation to Other Agreements

You understand and agree that when using our Mobile Banking services, you remain subject to the terms and conditions of your existing agreements with any service providers not affiliated with us, including, but not limited to, your mobile service provider (i.e., AT&T, Verizon, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand and agree that those agreements may provide for fees, limitations and restrictions which may affect your use of Mobile Banking services (such as data usage or text messaging charges imposed by your mobile service provider for downloading the Software, sending or receiving Mobile Banking text messages, or other use of your Wireless Device when using the Mobile Banking services). You understand and agree that you are responsible for all such fees, limitations and restrictions, and that we are not responsible for the services provided by your mobile service provider. Accordingly, you agree to resolve any problems with your mobile service provider directly, without involving us.

#### **Mobile Remote Deposit Capture Services**

The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from

home or other remote locations by scanning checks and delivering the images and associated deposit information to Coastal1 Credit Union or Coastal1 Credit Union's designated processor. There is currently no charge for the Services. Any future charges will be included in Coastal1 Credit Union's Service Fees Schedule.

### Acceptance of these Terms

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Coastal1 Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

### Limitations of Service

When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Eligibility for, access to, and use of the Services (both initially and ongoing) have risk-based qualification requirements, and we reserve the right to change these qualification requirements, in our sole discretion, at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

### Eligible items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Coastal1 Credit Union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Rhode Island. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are

fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.

- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Coastal1 Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Coastal1 Credit Union Account Agreement.

#### Image Quality

The image of an item transmitted to Coastal1 Credit Union using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

#### Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as “For mobile deposit only to Pawtucket CU” or as otherwise instructed by Coastal1 Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as Coastal1 Credit Union may establish from time to time.

#### Receipt of Items

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Coastal1 Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

#### Availability of Funds

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after Coastal1 Credit Union receives payment for the funds

submitted. Coastal1 Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Coastal1 Credit Union, in its sole discretion, deems relevant.

### Storage and Disposal of Transmitted Items

Upon your receipt of a confirmation from Coastal1 Credit Union that we have received the image of an item, you agree to prominently mark the front of item as “Electronically Presented” and ensure that it is not represented for payment. You agree to store original items in a secure environment for 30 days after such item has been digitized and processed. You shall take appropriate security measures for which you are solely responsible to ensure that: (a) only authorized account co-owners shall have access to original items, and (b) that the information contained on such original items or on any corresponding imaged items are not disclosed to third parties. You will promptly (but in any event within 5 business days) provide any retained original item (or, if the original item is no longer in existence, a sufficient copy of the front and back of the original item) to Coastal1 Credit Union as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as Coastal1 Credit Union otherwise deems necessary. You also agree to assume all responsibility and liability with respect to the secure disposal of any items transmitted to Coastal1 Credit Union using the Services.

### Deposit and Account Limits

We reserve the right to impose limits on the number of accounts used in connection with the Services and also the amount(s) and/or number of deposits that you transmit using the Services, and to modify such limits from time to time.

### Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Coastal1 Credit Union from time to time, including any related changes or upgrades to such hardware and software. See Coastal1.org for current hardware and software specifications. Coastal1 Credit Union is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

### Errors



You agree to notify Coastal1 Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Coastal1 Credit Union account statement is made available. Unless you notify Coastal1 Credit Union within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Coastal1 Credit Union for such alleged error.

### Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in Coastal1 Credit Union's sole discretion subject to the Account Agreement governing your account.

### Ownership & License

You agree that Coastal1 Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Coastal1 Credit Union's business interest, or (iii) to Coastal1 Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

### User Warranties and Indemnification

You warrant to Coastal1 Credit Union that:

- You will only transmit eligible items as described above.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to Coastal1 Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

- You agree to indemnify and hold harmless Coastal1 Credit Union from any loss or liability which may arise out of your breach of this warranty provision or any misuse by you of the Services.

### Term and Termination

The term of this Agreement will commence upon your initial use of the Services and will continue thereafter until either you discontinue use of the Services or Coastal1 Credit Union terminates this Agreement or the Services, which it may do immediately and at any time without prior notice to you, to the extent not prohibited by any applicable laws. Any such termination will not affect obligations of either party under this Agreement arising prior to termination.

### Resolution of Disputes

Any disputes or claims arising out of or relating to the Services or this Agreement shall be resolved pursuant to any related provisions of the Account Agreement.

### Other terms

You may not assign this Agreement. This Agreement is entered into in Pawtucket, Rhode Island, and shall be governed by the laws of the State of Rhode Island and applicable federal laws. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

### **Computer requirements**

To be sure your browser is up to date and compatible with our Online Banking services please go to *Coastal1.org* and click on either the Personal or Business tab and select Online Banking. A link to browser information will be found on the Overview tab. Security, anti-virus, and Spyware updates should be applied to your computer or other electronic device and you must enable cookies in your browser.

### **Communications Link and Your Equipment**

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

## **Business Days**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions to accounts owned by you at other financial institutions and update information on business days. Our business days are Monday through Friday. Saturday, Sunday and federal holidays are not business days.

## **Statements**

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your email or postal address, or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

## **Online Banking Fees**

There is no fee for our Online Banking service. However, you are responsible for all charges incurred in connecting to the Online Banking service, including any sales taxes, fees or similar charges imposed by federal, state or local governments where you are located and conduct your business and all charges incurred in connection with or related to the use of your computer, such as telephone charges and charges by any Internet or other service provider providing your Internet connection to the Online Banking service.

## **Disclosure of Information to Others**

See our separate "Privacy Notice" for more information about how we use customer information and your choices.

## **Your Liability for Authorized Transactions**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Access Codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your Access Codes or take additional steps to prevent further access by such person.

## **Notify us IMMEDIATELY for Unauthorized Transactions**

Tell us AT ONCE if you believe your Access Codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum available overdraft line of credit and/or discretionary overdraft privilege service, if it is made available to you).

You may call Member Services at 1-401-722-2212 or 1-800-298-2212

Write to us at:

Coastal Credit Union

ATTN: Online Banking

1200 Central Ave

Pawtucket, RI 02861

Or E-Mail us through Online Banking by clicking on "Messages"

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

### **Your Liability for Unauthorized Transactions From Consumer Accounts**

This section applies only to transactions from consumer accounts.

If you tell us within 2 business days after you learn of the loss or theft of your Access Codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Access Codes, and we can prove that we could have stopped someone from using them without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this Agreement that you did not make or authorize, 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 lost after the 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.

### **In Case of Errors or Questions About Transactions**

This section applies only to transactions covered by this Agreement

If you think your Account Statement or eStatement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement. As soon as you can,

Call us at 1-401-722-2212 or 1-800-298-2212

Write us at:

Coastal Credit Union  
ATTN: Online Banking

1200 Central Ave

Pawtucket, RI 02861

Or E-Mail us through Online Banking by clicking on "Messages"

We must hear from you no later than 60 days after we sent the FIRST Account Statement or eStatement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.

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 so that we receive it within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in

writing and we do not receive it within 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error. Your account is considered a new account for the first 30 days after the initial deposit is made, unless you already had an established account with us before this account was opened.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation by contacting us at the phone number or address listed above.

### **Changing Terms and Terminating This Agreement**

This Agreement will stay in effect until it is changed or terminated.

We have the right to terminate this Agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for members that have not used the service within the first 30 days after activation or if the service has been inactive for 180 days.

We also have the right to make changes to this Agreement at any time. Your use of these services after any such change indicates that you agree with the changes or additions made to this Agreement. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this Agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

### **Waivers**

No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

### **Notices and Communications**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

### **Recording**

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this Agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

### **Attorney Fees**

If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

### **Law That Applies**

Regardless of where you live or work or where you access our Online Banking service, this Agreement is subject to the federal law of the United States of America and the internal law of the State of Rhode Island. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

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THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:

**Administrator and Authorized Representatives**

You may only designate or have one Administrator at any one time. You are solely responsible for designating your Administrator. You must designate or change your Administrator by providing us with certified copies of resolutions from your governing body, as applicable, and any other certificate or documentation that is acceptable to us specifying the person who is authorized to act on your behalf in this capacity. You must also provide us with a true genuine copy of your Administrator's signature.

Your Administrator may designate one or more Authorized Representatives. You accept as your sole responsibility your Administrator's designation of any and all Authorized Representatives. You understand that your Administrator will control, and authorize your Administrator to control, access by the Authorized Representatives of Online Banking through the issuance of Secondary Access Codes (as defined below). Your Administrator may change your Authorized Representatives by following the instructions provided in the Business Online Banking User Guide provided to you upon enrollment. You will require your Administrator and each Authorized Representative to comply with all provisions of this Agreement and all other applicable agreements, and you guarantee that they will do so. You acknowledge and agree that you are fully responsible for the failure of your Administrator or any Authorized Representative to so comply.

Unless you tell us otherwise, you agree that we may consider your authorization for your Administrator and any Authorized Representative to be for unlimited amounts. You further agree that you are responsible for any payment, transfer and other services and charges incurred by your Administrator or any Authorized Representative, even if your authorization is exceeded. Utilization of enhanced dual controls for Administrative functions is required. Whenever any of your Authorized



Representatives leaves your employ or you revoke the authority of any of your Authorized Representatives to use Online Banking, you must notify your Administrator immediately. You remain responsible for all use of the Secondary Access Codes and Online Banking. Whenever your Administrator leaves your employ or you otherwise revoke the authority of your Administrator to use Online Banking, you must notify us in writing immediately. You remain fully responsible for all use of any and all Access Codes issued under, and as described in, this Agreement (“Access Codes”) and Online Banking transactions occurring before you notify us and we have had a reasonable opportunity to act upon your notice.

### **Access Codes**

We will issue one set of Access Codes to the Administrator (“Primary Access Code”). It is your responsibility to ensure that any and all Access Codes are provided only to persons you authorize. You represent to us that each Authorized Representative and anyone else using your Access Codes have general authority from your business entity to give us instructions to perform transactions using our Online Banking service. Whenever the Administrator or an Authorized Representative leaves the employ of the business entity or the business entity otherwise revokes the authority of its Administrator or Authorized Representative to use the Online Banking service, the business entity must notify us in writing immediately. The business entity remains fully responsible for all use of Access Codes and the Online Banking service occurring before notification to us and we have had a reasonable opportunity to act upon that notice.

Each person using your Access Codes will have the ability to:

- Make transfers from qualifying accounts.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those Access Codes to make transfers or obtain information or other services.

You acknowledge that your Administrator will, and authorize your Administrator to, issue to any Authorized Representative a secondary password and login identification number (each, a “Secondary Access Code”). You further acknowledge that your

Administrator may, and authorize your Administrator to, change and eliminate any Secondary Access Code from time to time and in his or her sole discretion. You accept as your sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to the Access Codes.

Should your Administrator's Primary Access Code be entered incorrectly on 3 consecutive attempts, any attempt for access to Online Banking will be denied. If this happens, please call us at (401) 722-2212 or (800) 298-2212 on any Business Day during our Business Hours. We own your Access Codes, and you may not transfer them to any other person or entity. You agree to discontinue use of Access Codes on our demand and on termination of this Agreement. If this Agreement is terminated, your Access Codes will be deactivated and may not be used to access Online Banking.

You are solely responsible for ensuring the confidentiality of your Access Codes. You agree to take reasonable precautions to safeguard your Access Codes and keep them confidential. You agree not to reveal your Access Codes to any unauthorized person and to notify us immediately if you believe that the confidentiality of the Primary Access Code issued to your Administrator has been compromised in any manner. You further agree to tell your Administrator if you believe that the confidentiality of any of your Secondary Access Codes has been compromised. You further acknowledge and agree that the Access Codes are not intended, and that it is commercially reasonable that the Access Codes are not intended, to detect any errors relating to or arising out of a payment, transfer or any other service.

Your Access Codes identify and authenticate you (including your Administrator and Authorized Representatives) to us when you use Online Banking. You authorize us to rely on your Access Codes to identify you when you use Online Banking and as signature authorization for any Payment, transfer or other Service. You acknowledge and agree that we are authorized to act on any and all communications or instructions received using your Access Codes, regardless of whether the communications or instructions are authorized. We do not control access by your Administrator or Authorized Representatives to Online Banking. You acknowledge and agree that your Access Codes can be used to obtain specific services described in this Agreement and additional services subject to the terms and conditions set forth in separate agreements.

### **Service Accounts**

You must designate a checking account you maintain with us for business or commercial purposes (the "Checking Account") for use with the Online Banking services. You must maintain your Checking Account for as long as this Agreement is

in effect. If your Checking Account is closed for any reason, this Agreement and your access to and use of the Online Banking services will be terminated automatically.

You may also link any other of your checking, savings, money market, deposit, certificate of deposit or commercial loan accounts that you maintain with us for business or commercial purposes for use in connection with Account Access (collectively with the Checking Account, the “Accounts,” unless the context otherwise provides), as discussed more fully below. We reserve the right to deny any Account linkage under certain circumstances and in our sole discretion. You agree to maintain sufficient available funds in your Accounts for us to make payments and transfers and to perform other Online Banking services. You agree that we may make a payment or transfer or perform another Online Banking service even if such action causes one or more of your Accounts to be overdrawn. You agree that we may debit any overdraft fees or other related fees from your Accounts (or any other commercial deposit account that you maintain with us, if necessary). If we are unable to complete a payment or transfer or perform any other Online Banking service for any reason associated with your Account, the payment, transfer or other Online Banking service may not be completed and we will not notify you, unless we are required to do so by applicable law. We will not be liable to you or any third party, however, if we choose to make a payment or transfer or to perform the Online Banking services.

## **Compliance**

You and we agree that all payments, transfers and other services will be subject to and will comply with the laws of the U.S., including without limitations, any applicable federal and state laws and regulations, the operating circulars of the Federal Reserve System, and the operating rules of networks, associations and systems, such as the rules of the National Automated Clearing House Association and any regional automated clearing house that we use from time to time to provide the Online Banking service, each as amended from time to time. You acknowledge that no Online Banking service will be initiated that violates the laws of the U.S.

## **Your Liability for Transactions From Business Accounts**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you, the Administrator, an Authorized representative or another company representative has given someone your Access Codes and you want to terminate that person’s authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted Access Codes yourself. You may call an online banking representative for assistance with terminating the Administrator or Authorized Representative. We may have to

change your Access Codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid Access Codes. Since we condition access upon entry of valid Access Codes, we will accept instructions for transfers or other transactions from any person using valid Access Codes. This is so even if the person obtaining access:

- Is not the Administrator, Authorized Representative or other Authorized business entity representative
- Exceeds your authority or that granted by any Administrator or Authorized Representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid Access Codes were used. You authorize us to treat any instructions we receive using valid Access Codes as if the instructions had been made in writing and signed by the appropriate business entity representative in accordance with this Agreement. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the Access Codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all Account Statements or eStatements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 60 days of receipt of any such statement or confirmation.

If you think your Account Statement or eStatement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement. As soon as you can,

Call us at 1-401-722-2212 or 1-800-298-2212

Write us at:

Coastal1 Credit Union  
ATTN: Online Banking

1200 Central Ave

Pawtucket, RI 02861

Or E-Mail us through Online Banking by clicking on “Messages”

### **Limitations on Our Liability in Connection with Business Accounts**

We will make every reasonable effort to provide full performance of our Online Banking services/system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking service/system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this Agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

### **Wire Transfer, Automated Clearing House (ACH) Transfers, and Remote Deposit Capture**

You may use the Online Banking service (i) to instruct us to wire transfer funds in a specified amount, from an Online Account to another of yours or to a specified third party on your behalf; (ii) to make an ACH debit or credit to an account of yours or to a third party at Coastal1 Credit Union or at another financial institution, or (iii) process check deposits to qualified accounts using Remote Deposit Capture. If you use these services, you acknowledge and agree to the terms and conditions set forth in the ACH Agreement and/or the Wire Transfer Agreement and/or the Remote Deposit

Capture Service Agreement. Utilization of enhanced dual controls for all ACH and Wire Transfer activity and for Remote Deposit Capture is required.

### Other Services

We may provide you other services through our online banking platform which are not covered under this Agreement. These services will have a separate agreement with specific terms and conditions.

### **Service Limitations**

The activities you can perform using the Online Banking service are limited to the extent, and subject to the terms, disclosed in this Agreement, the Account Agreement, the ACH Agreement, and/or the Wire Transfer Agreement and/or Bill Pay Agreement and /or the Remote Deposit Capture Service Agreement. You should refer to these agreements for applicable limitations and related service charges and fees.

### **Security Procedures**

By entering into this Agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this Agreement. This includes, but is not limited to, protection of Access Codes and other personal and business information. Our security procedures are contained in this Agreement and in other written procedures we may provide to you.

You acknowledge and agree to our current security procedures in this Agreement, other documents we may provide to you and/or as included within our Online Banking services site. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no Access Codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

## **Certification and Indemnification**

By applying for or accessing or using the Online Banking service, you, as the business entity, certify that this Agreement has been duly adopted by you in conformity with applicable law and your organizational and governing instruments and that no action contemplated by this Agreement will contravene any such law or instrument. You further certify that no further approval by your business entity or any third party is required to authorize this Agreement or any action taken or to be taken pursuant hereto and that this Agreement is your valid and legally binding obligation, enforceable against you in accordance with its terms.

As a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to the Administrator, Authorized Representative(s), or any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this Agreement from a business account or (ii) your breach of this Agreement.

## **Assignment**

We may, at any time, assign this Agreement, including our rights, interest and obligations thereunder, in whole or in part, or delegate any of our responsibilities under this Agreement to any other person or entity without notice to or consent from you. You may not assign this Agreement, including any of your rights, interests or obligations thereunder, in whole or in part, or delegate any of your obligations under this Agreement, without our prior written consent. We are not under any obligation to give our consent and any attempt to assign this Agreement without our consent shall render this Agreement null and void.

## **Relationship**

You and we are not partners, joint ventures or agents of each other as a result of this Agreement.

## **Successors**

This Agreement shall be binding upon and inure to the benefit of you and us, and your and our successors and permitted assigns. However, this Agreement will not benefit or be binding upon any executor, administrator, personal representative, guardian or conservator of your company representatives.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES  
OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS  
ACCOUNTS

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**Signatures**

You agree to all of the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically signing this Agreement.
- Causing your Administrator or an Authorized Representative, or other representative with legal authority to physically sign this Agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this Agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please contact us by calling or writing:

Member Services 1-401-722-2212 or 1-800-298-2212

Mailing Address:

Coastal1 Credit Union

ATTN: Online Banking

1200 Central Ave

Pawtucket, RI 02861



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