

# Cal Coast Online Terms and Conditions Agreement

California Coast Credit Union maintains Cal Coast Online as a service to our members. This Terms and Conditions Agreement (“Agreement”) governs your use of the California Coast Credit Union online banking service, Cal Coast Online (“site”). Please read this Agreement carefully. We invite you to print a copy of this Agreement and retain it for your records. You may also request that a copy of this Agreement be mailed to you by calling (877) 495-1600.

For the purposes of this Agreement, the terms “we”, “us”, “our”, and “Credit Union” refer to California Coast Credit Union and any agent, independent contractor, designee, or assignee the Credit Union may, at our sole discretion, involve in the provision of the site. “You” or “your” refers to the person using the site, including without limitation others you permit to use the site. “Account” means any one or more share or loan accounts you have with the Credit Union, or other California Coast Credit Union member accounts or accounts you have established at another financial institution through the External Account Transfer service. “Services” means any online services used by you in connection with this Agreement, including future online banking services that the credit union may offer. Electronic funds transfers (EFTs) are electronically initiated transactions through Online Banking, including Bill Pay and External Account Transfer service transactions involving your deposit accounts.

By accessing Cal Coast Online or allowing another to access your account(s) or using any services, including new services when they become available, you agree to comply with the terms in this Agreement. We may amend this Agreement at any time without specific notice to you, unless required by applicable law. The latest Agreement will be posted on the site and you should review the Agreement each time you access the site. In addition to this Agreement, you agree to be bound by and will comply with the applicable disclosures concerning your account (see your California Coast Credit Union Account Agreement and Disclosure, which you received at account opening), the terms of which are incorporated herein by this reference, along with our Bylaws. Should any term or condition contained in the aforementioned Disclosure conflict with a term or condition contained herein, then the term or condition contained herein shall control.

## Consent to Do Business Electronically

By selecting the “I ACCEPT” button below, you agree to electronic delivery of this Terms and Conditions Agreement, and subsequent disclosures, and to conduct transactions electronically with the Credit Union. Your consent applies to all transactions conducted using the site. If you do not agree with any of these terms, you should select the “CANCEL” button.

## Withdrawal of Consent

You have the right to withdraw this consent at any time by notifying the Credit Union at (877) 495-1600. By withdrawing consent, you will not be able to conduct business electronically with California Coast Credit Union.

## Electronic Signatures

You agree that your electronic signature is the legal equivalent of your original signature. All transactions affected by use of Cal Coast Online, which would otherwise require your original signature or other authorized signature, shall be valid as if signed by you in writing.

## Services

This Agreement governs electronic access to the site and any additional online services that the Credit Union currently offers or may offer in the future. You can make inquiries, check account balances, transfer funds between your savings, checking, money market, and loan account(s), make loan and credit card payments, access your current or past e-Statements, place a stop payment, request a withdrawal or loan advance by check or request a copy of a check, transfer funds between your account and another member’s account(s) with California Coast Credit Union, and transfer funds between your California Coast savings and checking account(s) and your account(s) with another financial institution. We have the right, from time

to time, to introduce, remove, or replace services on this site without notice. You represent all information you provide to us in connection with the online services and your account(s) is accurate, current, and complete and you have the right to provide said information to us. You agree to maintain your account information in an up to date and current manner. You further agree not to use Cal Coast Online in any way that would 1) infringe any third party copyright, patent, trademark, trade secret, or any other proprietary rights or rights of publicity or privacy; 2) be fraudulent or involve the sale of counterfeit or stolen items, including the use of Cal Coast Online to impersonate another person or entity; 3) violate any law, statute, ordinance, or regulation; 4) be false, misleading or inaccurate; 5) create liability for us or cause us to lose the services of any third party provider; 6) interfere with or disrupt our computer network; or 7) access information that you are not allowed to receive or view.

### **External Account Transfer Services**

When you enroll in External Account Transfers, you may make electronic transfers of funds between your California Coast savings or checking account(s) and an enrolled checking or savings account that you own at another financial institution. You or any persons who you have authorized to use your Online Banking, user sign on credentials including username and password, or any access code can initiate External Account Transfers to or from accounts that you have enrolled. Please refer to the External Account Transfer Service Section for additional terms regarding these transactions.

### **Cal Coast Online Access**

You access Cal Coast Online through our site using your username and password. You may access your account and other services through this site seven days a week, 24 hours a day. However, at certain times, some or this entire site may not be available due to technical problems and/or routine maintenance.

### **Equipment**

You will need the following or equivalent hardware and software to access Cal Coast Online to receive notices from us and to retain an electronic record of notices: A PC or other device that can browse the world wide web, and render web pages at 800x600 resolution; an Internet connection; a browser capable of 128-bit encryption, such as Internet Explorer 6.0 or higher (recommended); and a printer connected to your PC to print disclosures/notices or sufficient hard drive space available to save the information; Internet function requires an Internet Service Provider; local and long-distance telephone charges may apply.

You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the Internet or your Internet Service Provider. You must use equipment and software that are compatible with our system, which may change from time to time without notice.

### **Transactions**

Transfers between your accounts initiated by you through this site are limited to the available balance in the account or loan from which money is withdrawn. When accessing your account(s) on this site, please note that account and loan balances, and transaction history reflect current activity and balance.

### **Bill Pay**

You may make payments to third parties through our Bill Pay service. Bill Pay is a service provided by the Credit Union through a third-party vendor.

### **Fees**

There are no fees for accessing your account(s) on this site. You are solely responsible for any telephone charges, internet access fees, and other similar fees and expenses you incur by accessing your account through the site. Other fees, as described in our Service Charge Schedule, may apply to services you order online such as stop payments. To obtain a Service Charge Schedule, visit any California Coast Credit Union branch or call us at (877) 495-1600.

## Email

Email is available as a way for you to ask questions, or express comments or concerns regarding our services. For security reasons, you may not use email to initiate transactions on your account. The Credit Union may not immediately receive email communications you send and will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act. **We will never disclose or ask you to disclose your account number or PIN via email.**

## Electronic Statements

Through this site, you may sign up to receive your account statements electronically online (e-Statements). This will include newsletters and regulatory materials. You must have a valid email address to sign up for e-Statements. When you sign up to have your statements delivered online, we will discontinue your statement mailing through the postal service and you will receive an email with a link to our site each time your statement is ready. If you are signed up for e-Statements and receive your statement by postal mail, it means we are having difficulty delivering your statement to the email address we have on file and you must update the email address. There is no charge to receive e-Statements. You may discontinue e-Statements at any time. To discontinue e-Statements, log onto Cal Coast Online and use the e-Statements Options menu in the e-Statements section.

## Password

The password you select is for the security of your account. We recommend that you frequently change your password. We recommend that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential.

Any person who you permit to use your password will be an authorized user on your account. An authorized user may transfer funds from your savings, checking, money market and loan account(s), authorize bill payments and do any transactions available using your password. You authorize us to follow any instructions entered through the site using your password. If you authorized someone else to use your password, you are responsible for all transactions that that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized. If you believe your password has been lost, stolen or that someone has accessed your account without your permission, notify us immediately by calling us at (877) 495-1600.

## eAlerts

Through this site, you may sign up to receive electronic email alerts (“eAlerts”). After you sign up, you will receive electronic email messages from us containing account information and activity. You must provide a valid email address to receive eAlerts. By signing up for eAlerts, you agree to the following terms and conditions:

- We may send eAlerts through your email service provider to deliver account information and activity to you with your email service provider acting as your agent in this capacity.
- eAlerts are available seven days a week, 24 hours a day. However, at certain times, eAlerts will not be available due to technical problems and/or routine maintenance.
- There is no credit union imposed service charge for eAlerts but you are responsible for any and all charges, including, but not limited to fees associated with email messages imposed by your Internet service provider and/or mobile phone service provider.
- We may introduce, remove, or replace eAlerts’ features or services at any time. We may also suspend or cancel eAlerts at any time without notice to you. You have the right to cancel eAlerts at any time.
- eAlerts are for your convenience and do not replace access to Cal Coast Online or your monthly account statement(s), which is the official record of your account(s).
- eAlerts are not encrypted and may include personal account information and activity. You are responsible for maintaining the security of this information. We are not liable for losses or damages arising from any disclosure of account information and activity to third parties.

- The credit union will do its best to provide eAlerts in a timely manner with current information but eAlerts may be delayed or undeliverable due to a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery or accuracy of the contents of eAlerts.
- You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorney's fees) arising if you provide an email address that is not your own or your violation of applicable federal, state, local law, regulation, or ordinance.
- UNLESS OTHERWISE REQUIRED BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY eALERTS. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF eALERTS. THE eALERTS SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### **Online Banking Limitations**

You may make funds transfers between your enrolled accounts, you have with other financial institutions as often as you like. However, transfers from your savings accounts will be limited to a total of six (6) in any one month. For transfers to other member account(s), the other member must provide you with the account number. You may use this information along with the member's name to transfer funds. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. Additional transfer limitations may apply to External Account Transfers. Please refer to the External Account Transfer Section of this document for additional information. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

### **Authorized Users/Sub-Users**

You agree to provide each Authorized User and Sub-User a copy of these terms in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transaction or online request by placing a call to any authorized signer on your account at our discretion. We may delay any transaction or deny your access to Online Banking without prior notice if we are unable to confirm any person's authority to access Online Banking or if we believe such action is necessary for security reasons.

### **Indemnity**

To the extent permitted by applicable law, you agree to indemnify and hold us harmless from any and all third party claims, liability, damages, expenses and costs (inclusive of attorney's fees) caused by or arising from your use of Cal Coast Online or your violation of the terms and conditions contained herein.

### **Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting (Consumer Accounts Only)**

You must tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping possible losses down. A written notification should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your password without your permission. If you do not tell us within two business days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using the password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made using your password, or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that

we could have stopped someone from taking the money if you had told us in time. If we can document a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

### **Telephone Number and Address in Event of an Unauthorized Transaction**

If you believe your password has been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us at: (877) 495-1600, or write us at: CALIFORNIA COAST CREDIT UNION, P.O. Box 502080, San Diego, CA 92150-2080.

### **Business and Other Non-Personal Accounts**

The error resolution and liability provisions applicable to consumer accounts on the back of our periodic statements or with other documents you may receive from us, if any, do not apply to non-consumer accounts (e.g. Business Accounts). Business Account owners must notify the credit union immediately if they discover any unauthorized transaction or errors. We must receive written notice of and, at our request, an affidavit regarding the problem in a form satisfactory to us within a reasonable time (not to exceed 30 calendar days from the date of discovery or receipt of the first statement, report or notice reflecting the problem, whichever occurs first). If you do not notify us within these timeframes, you will be deemed to have authorized the transactions. The credit union will tell you the results of our investigation of your claim, the basis for our decision and will advise you of the action, if any, we will take.

The time available under ACH rules to reverse an erroneous or unauthorized ACH is limited. You may have to act within a 24-hour time frame. If your request for a reversal of an ACH transfer is not timely, and if we are not solely responsible for the error, and if we are unable to recover the funds from the originating business or bank, we shall have no responsibility to you.

### **Privacy Policy**

Our Privacy Policy, as it may change from time to time, is hereby incorporated by reference herein and shall be deemed a part of this Agreement for all intents and purposes. Please see our [Online Privacy Policy](#).

### **Terms and Conditions of the External Account Transfer Service**

This Agreement sets forth the additional terms and conditions for use of the External Account Transfer Service offered through California Coast Credit Union (CCCU). If the terms and conditions in this Section of this conflict with other terms and conditions contained in the Online Banking Terms and Conditions or the Electronic Funds Transfer Agreement, the terms herein shall control. By enrolling or using the External Account Transfer Service, you agree to the terms and conditions of this External Account Transfer Service Agreement.

Please read this Agreement carefully.

### **Enrollment**

By enrolling an external account, or by making a transfer using this service, you accept all the terms and conditions of this Agreement and:

- You represent that you are an owner of that external account and are authorized by any other owners of the external account to enroll that account to make external transfers.
- You authorize CCCU to initiate credit and debit transactions on the external account entered through CCCU's Online Banking, or to correct any errors that CCCU identified in conjunction with the transfer request.

CCCU reserves the right to reject an enrollment request for any reason, including without limitation, positional fraud, or misuse. You agree to enroll only personal accounts and are aware that not all types of accounts are eligible for external account transfers. Ineligible accounts may include IRAs, certificates, trusts, custodial accounts, business accounts, corporate accounts and other types of accounts.

All External Account Transfers are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to or from an external account where the transfer would not be allowed under the rules and regulations of such accounts.

## **Services and Access**

Once you have successfully established and authenticated an external account for the External Account Transfer Service, you may use the service to transfer funds to or from your external account(s). You must provide the Credit Union with the information regarding your external account, ABA routing number, account number, name of the external financial institution, and whether the external account is a checking or savings account. By establishing an External Account Transfer, you authorize CCCU to make micro-deposits that the owner/user of the external account must verify, before CCCU will allow that account for External Account Transfer activity.

## **Acceptance**

The credit union may honor but is not required to honor External Account Transfers to external accounts if the account has non-sufficient funds to cover the transfer. CCCU may at its sole discretion:

- Honor funds transfers under the terms of any CCCU overdraft protection program you have with the Credit Union and charge any applicable fees.
- Honor the funds transfer, create an overdraft in your eligible account, and charge any applicable fees.
- Refuse to honor the funds transfer.
- Cancel any or all External Account Transfers established on your account through Online Banking.

## **Processing**

Transmissions originate from the Credit Union offices in San Diego, California. The cut-off time for processing is 5:00 p.m. Pacific Time. External Account Transfers either to or from your CCCU account initiated through Online Banking before 5:00 p.m. Pacific Time on a business day are processed the same day. External Account Transfers initiated after 5:00 p.m. Pacific Time on a business day or any External Account Transfer initiated on a non-business day will be processed on the next business day. Any scheduled External Account Transfer(s) must be cancelled/edited before 5:00 p.m. Pacific Time on the scheduled processing date. Business days are Monday through Friday. Holidays are not included. You are responsible for understanding and building into your schedule these required cut-off times for processing and any time changes associated with Daylight Savings Time.

If any External Account Transfer deposit request is returned to CCCU for any reason, the Credit Union will return the funds, within a reasonable amount of time to your account.

If any External Account Transfer debit request is rejected or returned, you authorize CCCU to collect from any of your share accounts maintained at the Credit Union including accessing any overdraft protection transfers you have established (refer to the current Service Charge Schedule for applicable fees). If funds are not available from any of your CCCU accounts, you agree to reimburse the Credit Union for the amount of the return along with any applicable service fees, collection fees, and/or legal fees.

## **Prohibited Payments**

Transfers to payees outside of the United States are prohibited and may not be issued under any circumstances. The Credit Union reserves the right to refuse any transfer and we will notify you if we are

unable to perform a transfer designated by you. This notification is not required if you attempt to make a prohibited transfer or an exception transfer under this Agreement.

### **Settlement of Transfers**

To effect an External Account we utilize the automated Clearing House (ACH) using applicable ACH Rules. CCCU will debit one of your eligible external accounts and credit your eligible CCCU account. Once your external account has been debited, we credit your CCCU account, subject to a hold on the funds until we are reasonably certain that the debit will not be returned. It takes between three (3) and four (4) business days after transfer for the settlement to take place and the transferred funds to become available.

### **Transaction limits**

For your security, CCCU has established limits on the amount of funds and transactions that can be transferred during any one day.

External Account Transfers will have a limit regardless of the number of eligible external accounts. Limitations on aggregate or individual transfer transaction amounts may be changed at any time without notice. We may establish limits on External Account Transfer dollar amounts from time to time. If you attempt to initiate an External Account Transfer in excess of these limits, we may reject your request. If we permit you to make an External Account Transfer in excess of these limits, such transfer will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transfer at other times. The current daily dollar limit is displayed within Online Banking.

### **Changes to Fees or Other Terms**

CCCU reserves the right to change the fees or other terms of this Agreement at any time. Unless otherwise required by law, we may do so without prior notice to you. Refer to the current Service Charge Schedule for fees associated with External Account Transfers. In addition, you may be charged fees by the external financial institution. Such amendments shall become effective as stated on any notice sent to you.

### **Use of Services**

As a condition to using External Account Transfers, you agree that you are solely responsible for the use of the service and that you will use the service in accordance with this Agreement. You agree it is your responsibility to ensure you enter valid and correct external account information. External Account Transfers sent to invalid or incorrect account numbers may not be recoverable and the Credit Union is not responsible for returning funds due to an unrecoverable External Account Transfer error. You agree that you will not attempt to circumvent the security features of Online Banking or the External Account Transfer Service, make any improper or unauthorized transfer of funds and that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of Online Banking and this service as well as accessing or using Online Banking or this service in any other unauthorized manner.

You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses, or costs arising as a result of the negligent or intentional misuse of External Account Transfers or Online Banking by you or your authorized users. You are prohibited from using the services for any activity that:

- Would result in you being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations.
- Knowingly accepts restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling).
- Directly or indirectly relates to the use of the service that is illegal or fraudulent.

YOU FURTHER AGREE THAT CCCU SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH

EXECUTING YOUR TRANSFER REQUEST TO ANOTHER PERSON'S ACCOUNT AT SUCH FINANCIAL INSTITUTION OR YOUR RECEIPT OF FUNDS FROM SUCH FINANCIAL INSTITUTION; (2) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH CCCU'S EXTERNAL TRANSFER SERVICE TRANSACTIONS; AND (3) ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED.

IN NO EVENT SHALL CCCU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR CCCU EXTERNAL TRANSFER SERVICE TRANSFER REQUEST.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT OR PROHIBITED BY APPLICABLE LAW, CCCU AND ITS DIRECTORS, OFFICERS AND EMPLOYEES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. CCCU MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CCCU EXTERNAL TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CCCU EXTERNAL TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY CCCU FROM ANY FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED OR THAT THE CCCU EXTERNAL TRANSFER SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

### **Termination of Service**

Termination of the External Account Transfer may be requested by you, or by any other owner presenting ownership of that external account. This Agreement will continue to be in effect for any transactions that cannot be cancelled at the time of your termination. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.

CCCU reserves the right to terminate any access to this service immediately should you breach any part of this agreement or of the Membership and Account Agreement. The Credit Union may remove any or all enrolled external account(s) for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction returns, or any other unauthorized access to this service. We are also permitted to terminate any or all of the services immediately if we are no longer able to provide such services.

## **Terms and Conditions of the Bill Pay Service**

### **Service Definitions**

- "Service" means the Bill Pay service offered by a third-party vendor through California Coast Credit Union.
- "Agreement" means these terms and conditions of the bill payment service.
- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.



- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

## **Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

## **Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **Payment Methods**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (Funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **Stop Payment Requests**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

## **Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

## **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Service.

## **Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do

not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

**Cancellation of electronic bill notification** - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

### **Exclusions of Warranties**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Password and Security**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling (877) 495-1600 during customer service hours.

### **Your Liability for Unauthorized Transfers**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **Errors and Questions**

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at (877) 495-1600; and/or
2. Write us at:

California Coast Credit Union  
P.O. Box 502080  
San Diego, CA 92150-2080

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

### **Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or
6. If you give us your written permission.

### **Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **Failed or Returned Transactions**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **Alterations and Amendments**

This Agreement, applicable fees, and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at (877) 495-1600; and/or
2. Write us at:

California Coast Credit Union  
P.O. Box 502080  
San Diego, CA 92150-2080

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **Biller Limitation**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

## Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal, or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## No Waiver

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

## TERMS AND CONDITIONS OF COAST MONEY MANAGER SERVICE

You are accessing services provided directly or indirectly to you from MoneyDesktop, Inc., doing business as MX Technologies, Inc., and being asked to agree to a legally binding agreement in accordance with the terms and conditions set forth below. Therefore, we encourage you to read this thoroughly and carefully.

**If you are under the age of eighteen (18) years of age, or are not at least the age of majority or otherwise incapable of binding to a legal contract in the jurisdiction from which you enter into this agreement, you MUST have your legal guardian (e.g., your parent) or someone with authorized power of attorney review this agreement and consent upon your behalf or you should not proceed any further.** Notwithstanding the foregoing, MX Technologies has not designed the Services with the intention that such be used by minors nor does it market the Services for use by minors.

These Terms and Conditions constitute an agreement between you, whether you are a registered user or visitor to the CalCoastCU.Org website or any of its mobile apps (such visitor, user or—solely for agreements

entered by a legal guardian or power of attorney—the person for whom this agreement is entered, hereinafter “you”, “your” or “user”), and California Coast Credit Union including its affiliates and service providers (“CCCU”, “our”, “we” or “us”), pertaining to your use of the CalCoastCU.org website (the “Site”) and/or any of its affiliated web applications (the “Services”). By using the Site and/ or Services, you agree to be bound by these Terms and Conditions and our Privacy Policy, available at [https://www.calcoastcu.org/files/Website\\_Privacy\\_Policy\\_-\\_Effective\\_03.15.2012\\_GF6001\\_2012\\_03\\_23\\_\(1\).pdf](https://www.calcoastcu.org/files/Website_Privacy_Policy_-_Effective_03.15.2012_GF6001_2012_03_23_(1).pdf) which is hereby incorporated by reference into these Terms and Conditions (collectively, the “Terms”). These Terms constitute the complete and exclusive understanding and agreement between you and us relating to the subject matter hereof, and replace all previous Terms and Conditions or similar agreements or documentation entered into between you and CCCU, whether written or oral.

## **Accepting the Terms**

BY CLICKING TO ACCEPT OR AGREE TO THE TERMS, WHERE THIS OPTION IS MADE AVAILABLE TO YOU BY CCCU IN THE USER INTERFACE FOR ANY OF THE SERVICES, OR BY USING ANY PART OF THE SERVICES, YOU EXPRESSLY (a) ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS; (b) AGREE AND CONSENT TO THE TERMS; (c) REPRESENT AND WARRANT THAT YOU: (i) IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A BUSINESS ENTITY OR ANOTHER INDIVIDUAL, ARE AUTHORIZED TO BIND SUCH ENTITY OR SUCH INDIVIDUAL, AND (ii) AGREE TO BE BOUND BY THE TERMS, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY; AND (d) AGREE TO BE LIABLE FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT CLICK THE ACCEPTANCE BUTTON, IF APPLICABLE, AND DO NOT ACCESS OR USE THE SERVICES.

CCCU may from time to time update these Terms and your continued use of the Services indicates your agreement to any modification with respect to these Terms. You may not use the Services and may not accept the Terms if (i) you are incapable of binding you to a contract with CCCU, or (ii) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

## **Services**

The Services are a free personal financial management service that allows registered users to organize, consolidate, manage, and track their financial information. From time to time CCCU may modify the Services and add, change, or delete features of the Services, in its sole discretion, without notice to you.

You agree to provide accurate, current, and complete information about yourself while registering for the Services and to maintain and update this information to keep it accurate, current, and complete. You agree to not misrepresent your identity or your registration and account information. Failure to provide accurate and complete information during registration or account setup may prohibit your use of the Services or result in errors in information generated.

You are solely responsible for (a) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the Services (collectively, “Account Information”), (b) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Services (collectively, “Account Data”), (c) all electronic communications, including account registration and other account holder information, email and financial, accounting and other data entered using the Account Information (“Communications”), and (d) without limiting the foregoing, any and all activities that occur under your account. CCCU shall assume that any Communications received through use of the Account Information were sent or authorized by you. You agree to immediately notify CCCU if you become aware of any loss, theft, or unauthorized use of any Account Information. We reserve the right to deny you access to the Services (or any part thereof) if we reasonably believe that any loss, theft, or unauthorized use of Account Information has occurred. You must inform CCCU of, and hereby grant to CCCU and its affiliates, third-party providers, partners, licensors, employees, distributors and agents permission to use the Account Information to enable CCCU to provide the Services to you, including updating and maintaining Account

Data, addressing errors or service interruptions, and to enhance the types of data and services CCCU may provide to you in the future.

CCCU may use, modify, display, distribute and create new materials using the Account Information, Account Data and/or your Communications to provide the Services to you. By submitting Account Information, Account Data, and Communications, you agree that CCCU may use your Account Information, Account Data and Communications for the purposes set out herein, without any particular time limit and without the payment of any fees.

Anonymous, aggregate information that does not contain personally identifiable information, comprising financial account balances, other financial account data, or other available data that is collected through users' use of the Services, may be used or licensed by CCCU for various purposes including but not limited to conducting certain analytical research, performance tracking, benchmarking helping to improve products and services and to assist in troubleshooting and technical support.

To the extent that a user requests customer service or other assistance from CCCU, you agree that CCCU is authorized to access and view your account information to provide such assistance and support.

### **Provider Services**

In connection with your use of the Services and as part of the functionality of the Services as may be applicable, you may have access to certain online services or information that may be made available by your bank and/or other third party provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from third party provider(s). The Services may be designed to allow access to Provider Services (if and to the extent provided by users' provider(s)) to set up banking and other information, schedule the Services to access user account(s), download transactions into the Services and otherwise aggregate information from user account(s) with third party provider(s). CCCU has no control over the provision of Provider Services or provision of access to the Provider Services by users' provider(s). CCCU does not guarantee the Provider Services. You agree that you may be able to use the Services in conjunction with the Provider Services, and that CCCU disclaims any and all liability whatsoever for any actions or inactions on the part of your provider(s) resulting in any inability to use the Services to access accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

You acknowledge and agree when you access data and information through the Services, third party provider account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your user account(s) with such provider(s) such as bank and other account balances, credit card charges, debits and deposits as may be applicable (collectively, "Provider Account Data"), may be collected and stored in the Services. You expressly authorize CCCU and our third party providers, in conjunction with the operation and hosting of the Services, to use certain Provider Account Data to (i) collect Provider Account Data, (ii) reformat and manipulate such Provider Account Data, (iii) create and provide hypertext links to provider(s), (iv) access the providers' websites using Provider Account Data, (v) update and maintain account information, (vi) address errors or service interruptions, (vii) enhance the type of data and services we can provide in the future, and (viii) take such other actions as are reasonably necessary to perform the actions described in (i) through (vii) above. In accessing and using the Services you represent that you are the legal owner of the Provider Account Data and that you have the authority to appoint, and do expressly appoint, CCCU or our third party providers as your agent with limited power of attorney to access and retrieve Provider Account Data on your behalf. You further acknowledge that CCCU does not (nor do our third party providers), review Provider Account Data and you agree that we are not responsible for its completeness or accuracy. Any transactions or informational activities performed at any provider's website are not made through the Services and CCCU assumes no responsibility for such transactions or activities. You acknowledge that you are solely responsible for any charges associated with provider(s). **YOU ACKNOWLEDGE AND AGREE THAT WHEN CCCU OR ITS THIRD PARTY PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM USERS' PROVIDERS, CCCU AND ITS THIRD PARTY PROVIDERS ARE ACTING AS USERS' AGENT, AND NOT THE AGENT OR ON BEHALF OF PROVIDERS.**



You further acknowledge and agree that (i) some providers may not allow the Services to access the Provider Services, (ii) providers may make changes to their websites, with or without notice to CCCU, that may prevent or delay aggregation of information from such websites, and (iii) the Services may "refresh" the Provider Account Data by collecting the Provider Account Data nightly, so your most recent transactions may not be reflected in any account balances or other account information presented to user in the Services. In the event that you see a discrepancy in the Provider Account Data, and in any case before making any transactions or decisions based on such account information presented in the Services, you agree to check the last refresh date for the account and confirm with that applicable provider that the Provider Account Data is correct or otherwise confirm that Provider Account Data is up to date and accurate.

## **Limitations**

Your right to use the Services is personal to you and is not transferable by you to any other person or entity. You may not, without our express prior written consent: (a) copy, reproduce, distribute or create derivative works of any portion of the Services; (b) reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code utilized in the Services or any third-party applications incorporated into the Services, including Java applets associated with the Services; (c) sell, rent, sublicense, lease, lend or allow time-share access or use to third parties of any portion of the Services; (d) distribute or provide copies of any portion of the Services to third parties; (e) resell the use of the Services; (f) use the Services to provide services to any third parties, including business process outsourcing, service bureau applications or training of third parties; or (g) use the Services as a platform for designing and creating a competing product or service, including one for only your internal use. In the event that we have reason to believe you, or any third parties on your behalf, have developed, or are in the process of developing, a software system similar to the Services or are otherwise in violation of these Terms, you agree to promptly provide us information to assist us with any applicable investigation, including allowing us to audit your use of the Services. In the event we determine you have developed a software system similar to the Services, you hereby grant us authority to secure injunctive relief from your continued development and/or sale of such competing product or services. All rights not expressly granted to you in this Agreement are reserved to CCCU.

You are solely responsible for your Account Data, including the accuracy, quality, and reliability of all such content. You represent and warrant that: (i) none of your Account Data violates any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (collectively, "Intellectual Property Rights"), and (ii) you have obtained all consents and waivers required under all applicable local, state, national and international laws, rules, statutes, treaties and regulations (including those governing account collection, export control, consumer protection, data privacy, unfair competition, anti-discrimination and false advertising) (collectively, "Laws") for the provision, manipulation, retention, use and sharing of personal data of individuals (including you) with respect to whom information is supplied by you as part of your use of the Services, and that you will retain all such consents and waivers and/or provide them to CCCU at any time upon request. Notwithstanding the foregoing, we reserve the right to take any action with respect to the Services that we deem necessary or appropriate in our sole discretion if we believe you or your use of the Services may create liability for CCCU. Your use of the Services is subject to all applicable Laws. In connection with your use of the Services, you agree to: (A) comply with all applicable Laws; (B) maintain the security of access to the Services; (C) not use the Services for illegal purposes; (D) not interfere or disrupt networks connected to the Services; (E) not attempt to gain unauthorized access to other computer systems; (F) not interfere with another user's use and enjoyment of the Services, including disrupting the normal flow of dialogue; (G) not use the Services to infringe any third party's Intellectual Property Rights; (H) not transmit through the Services, through feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; and (I) not bypass or disable any security mechanisms in the Services.

## **Posting Information**

CCCU allows, or may allow in the future, users to post content at the help desk and/or various publicly

available locations. These forums may be hosted by us or by a third party. Wherever you can post information, you agree:

- A. You are responsible for all content you submit on the Services.
- B. By submitting content to the Services, you represent that you have all necessary rights and hereby grant CCCU a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Services.
- C. You may not post or transmit any message that is libelous, defamatory, violates any Law or which discloses private or personal matters concerning any third party.
- D. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, gives rise to civil liability or violates any Law; or that is otherwise inappropriate.
- E. You may not copy or use personal identifying information or business contact information about others without their permission.
- F. You may not post or transmit any message, data, image or program that would violate the rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.

### **Required Equipment**

You are responsible for obtaining and, as applicable, installing, configuring, and updating a computer, operating system, web-browsing software, Internet service and connection and such other equipment, software and services as may be necessary for you to access the Services. CCCU makes no warranties that your equipment or third party software is or will continue to be compatible with the use of the Services.

### **Disclaimer**

The Services provided by CCCU are not intended to provide legal, tax or financial advice. The Services are not a financial planner, broker, or tax advisor. The Services are intended to assist you in your financial organization and decision-making and are broad in scope. You should consult with your accountant or other financial professional who is fully aware of your circumstances in addition to using the Services.

### **Proprietary Rights**

You are permitted to use content delivered to you through the Services only in connection with the Services. You acknowledge and agree that CCCU and/or its licensors or suppliers own all rights to the Site and the Services, the content displayed on the Site and the Services including its "look and feel" (e.g., text, graphics, images, logos and button icons), photos, editorial content, notices, and other Intellectual Property Rights, made available to you as a part of or in conjunction with the Services. You are only permitted to use any of the foregoing as expressly authorized by these Terms. CCCU, and all other names, logos, icons and marks identifying CCCU's products and services are CCCU's trademarks and may not be used without our prior written consent. You may not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels on any portion of the Services.

### **User Risks**

CCCU acts solely as an operator of the Services for your convenience and use of the Services, and any reliance by you upon any content or information available to you through the Services (the "Materials"), including any action taken by you because of such use or reliance, is at your sole risk. Neither CCCU nor any of its affiliates, third-party providers, partners, licensors, employees, distributors, or agents is responsible or liable for, or makes any representations or warranties as to the following, without limitation:

- A. Any representations, promises, recommendations or inducements that may be made by or through any party (including vendors) found at, on, through or from the Services;

- B. The timeliness, accuracy, reliability, completeness, legality, copyright compliance or decency of the Services or any Materials;
- C. Any inaccuracy, omission, error or delay in the Services or any Materials;
- D. Non-performance of or interruption to the Services or any Materials due to, without limitation: (i) any act or omission by any disseminating party, (ii) any force majeure or any other cause beyond the control of any disseminating party, or (iii) outages, transmission quality or malfunctions of telephone circuits or computer systems, including any defects or failures with respect to your software, computer systems or Internet access provider;
- E. The quality of the Services or any Materials (including the results to be obtained from use of them); or
- F. Any loss resulting from, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the Services or the Materials.

## **Modifications**

CCCU reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to you. Such modifications may include establishing or changing limits concerning use of the Services, temporarily or permanently, including (i) any features, licensing terms, or other characteristics of any version of the Services that it releases, (ii) the amount of storage space you have on the Services at any time, and (iii) the number of times (and the maximum duration for which) you may access the Services in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Account Information or to comply with any Laws. You may reject changes by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement with such changes. User access and use of the Services may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance, or repair of the Site and/or the Services or other actions that CCCU, in its sole discretion, may elect to take. Maintenance upon the Services may be performed from time to time resulting in interrupted service, delays, or errors in the Services. CCCU shall not be liable to you or any third party should we exercise our right to modify or discontinue the Services.

## **Cancellation**

You may cancel your CCCU registration at any time by sending a request for cancellation to CCCU support at [support@calcoastcu.org](mailto:support@calcoastcu.org). Upon confirmation of your request, your CCCU account will be cancelled and no longer be accessible from our primary production servers, and your access to the Services will be terminated. Some of your information may remain stored within the Services after account deletion for recordkeeping purposes.

CCCU may at any time terminate your access to the Services for any reason, including:

- A. you have breached any provision of these Terms (including the CCCU Privacy Policy, or have acted in a manner which shows you do not intend to, or are unable to, comply with the provisions of these Terms and/or the CCCU Privacy Policy);
- B. CCCU is required to do so by Law (for example, where the provision of the Services to you is, or becomes, unlawful);
- C. a partner with whom CCCU offered the Services to you has terminated its relationship with CCCU or ceased to offer the Services to you;
- D. CCCU is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services; or
- E. the provision of the Services brought to you by CCCU is, in CCCU's sole opinion, no longer commercially viable.

## **Export Restrictions**

The Services and underlying information, software and technology are subject to U.S. export controls. None of the Services or underlying information, software or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country subject to U.S. sanctions applicable to the export or re-export of goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List, or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or Nonproliferation Sanctions List. By using the Services, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you acknowledge you are responsible to obtain any necessary U.S. government authorization to ensure compliance with U.S. law.

## **Use by the U.S. Government**

The Services provided under these Terms are a commercial item, as defined in FAR 2.101; specifically, one or more commercial computer software programs developed exclusively at private expense, used for nongovernmental purposes, and licensed to the public. Any use by the U.S. Government of the Services shall be in accordance with this Agreement, as stated in FAR 12.212. If the U.S. government is deemed to have use rights under FAR 52.227 or DFARS 227, all use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19, and all use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of this Agreement, as stated in DFARS 227.7202. The manufacturer of the Services is MX Technologies, Inc., whose corporate headquarters is located at 3401 N Thanksgiving Way, Suite 500, Lehi, Utah 84043 and whose telephone is (801) 669-5500.

## **Feedback**

You have no obligation to give CCCU any suggestions, enhancement requests, recommendations, comments, or other feedback ("Feedback") relating to the Services. To the extent we receives any Feedback from you, we may use and include any Feedback that you choose to voluntarily provide to improve the Services or any other related technologies. Accordingly, if you provide Feedback, you agree that such Feedback will become CCCU's proprietary information and CCCU and its affiliates, third-party providers, partners, employees, distributors, agents and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Services or other related technologies.

## **Communication**

We will communicate with you by email, text or by posting notices on the Site or through the Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Electronic alerts will be sent via text, email or notification through the Services (in the case of email and text, to the email address or phone number you provided when registering for the Services). Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the Services.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. While CCCU will use commercially reasonable efforts to provide timely and accurate alerts, we neither guarantee the delivery or accuracy of the content of any alert. You agree that CCCU shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you; or any third party reliance on an alert. Automatic alerts may be sent to you updating you to certain changes to your account. Voluntary alerts may be turned on by default. Voluntary alerts may then be customized, deactivated or reactivated by you.

If you request customer service or other assistance from CCCU, you acknowledge and agree that CCCU is authorized to access and view your Account Information to provide such assistance and support.

## **Endorsements**

All products and service marks contained on or associated with the Services that are not CCCU marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third-party sites or information do not constitute or imply CCCU's endorsement, sponsorship, guarantee or recommendation of the third party, information, products or services.

## **Disclaimers of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES OR THE SITE IS AT YOUR SOLE RISK; (b) THE SERVICES, THE SITE, AND ALL CONTENT AND PRODUCTS ASSOCIATED WITH CCCU ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE"; (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, CCCU, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE SERVICES AND ANY THIRD-PARTY SERVICES, IN WHOLE OR IN PART, INCLUDING (i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT, (ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED, (iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE SERVICES OR THIRD-PARTY SERVICES, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND (vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE CORRECTION OF DEFECTS IN THE SERVICES, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; (e) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICES OR THIRD-PARTY SERVICES; AND (f) THE CURRENT STATE OF THE SITE AND THE SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN SERVICES MAY OCCUR.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CCCU THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **Limitations on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CCCU, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED, INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR

OMISSION IN YOUR USE OF THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE SERVICES.

THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN CCCU AND YOU. CCCU WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF \$1.00. THIS LIMITED REMEDY IS AGREED TO BY YOU AND CCCU AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **Indemnification**

You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate CCCU, its affiliates, and their respective officers, directors, employees, consultants, agents, distributors, partners, licensors and third-party providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from (a) a third-party claim, action or allegation of infringement based on your use of the Service or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or other violation of Law by you; (c) a breach of these Terms by you; (d) your acts or omissions; or (e) any third-party claim, action or allegation brought against CCCU arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your employees, consultants and agents.

### **No Waiver**

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

### **Exclusive Agreement**

You agree that these Terms are the complete and exclusive agreement between you and CCCU. These Terms supersede any proposal or prior agreement, oral or written, and any other communications between you and CCCU relating to the subject matter of these Terms. These Terms, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and CCCU.

### **Miscellaneous**

You agree and acknowledge that if you breach these Terms, CCCU may have no adequate remedy at law and will suffer irreparable harm as a result of such a breach and will therefore be entitled to injunctive relief without the obligation of posting a bond.

The titles and headings of these Terms are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by Law. All covenants, agreements, representations, and disclaimers as to warranties and limitations on liability made in these Terms shall survive your acceptance of these Terms and the termination of these Terms.

CCCU may modify these Terms, at any time and without notice to you, by delivering such amended terms to the email address you provide to CCCU at the time of registration or that you subsequently updated, or by posting updated Terms on the Site. You manifest your acceptance of such amended terms if you continue to use or access the Services after such amended terms have been delivered to you by email or posted. If you do not agree with such amended terms, your only remedy is to discontinue your use of and access to the Services pursuant to these Terms. Otherwise, these Terms may not be amended except in writing signed by CCCU and you.

For all purposes of these Terms, except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined herein include the plural as well as the singular and vice-versa; (ii) all headings are for convenience only and shall not affect the interpretation or construction of these Terms; and (iii) the words “including,” “included” and “includes” mean inclusion without limitation.

### **Choice of Law and Forum for Disputes**

By visiting or using the Site and/or the Services, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms. To the extent that these Terms conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by Law. You agree that any claim or dispute of any sort that might arise between you and CCCU, its officers, directors, employees, agents, or affiliates must be brought in San Diego County or Riverside, California, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue. You understand that, in return for your agreement to this provision, CCCU is able to offer the Services as these Terms designate and that your assent to this provision is an indispensable consideration to these Terms.

You also acknowledge and agree that, with respect to any dispute with CCCU, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Services or these Terms: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

### **Contact Information:**

California Coast Credit Union  
P.O. Box 502080  
San Diego, CA 92150-2080  
[support@calcoastcu.org](mailto:support@calcoastcu.org)

### **MX Privacy Policy**

This Privacy Policy (this “Policy”) applies to the website from which you access MX services (the “Site”), and/or any of its affiliated web applications (the “Service” and together with the Site (the “Services”)). MoneyDesktop, Inc., doing business as MX Technologies, Inc., (“MX Technologies”, “MX”, “our”, “we” or “us”) provides this Policy as a means of making you aware of what data is collected, stored, and used when you visit and/or utilize the Services. Please be aware that your bank and/or its other service providers may have different privacy policies for data collected, stored, or utilized outside of the Services.

This Policy alone governs the data collected, stored, and used when you utilize our Services and shall supersede and replace all previous versions thereof. We may need to change the Policy from time to time in order to address new issues and reflect changes within the Services or in the law. We reserve the right to revise or make any changes to the Policy and your continual use of the Services subsequent to any changes to this Policy will mean that you accept such changes. We will post all changes to the Policy here so that you will always know what information we gather, how we might use that information, and when we will disclose that information to third parties, if at all.

We may also inform you of any changes to this Policy by a prominent notice within the Services or by email. In addition, and at our discretion, in the event of an update or material change, you may be required to agree to the new Privacy Policy as a condition precedent to your continued use of the Services.

YOUR USE OF THE SERVICES, AND CONTINUED USE OF THE SERVICES FOLLOWING ANY CHANGES TO THIS POLICY, SIGNIFIES YOUR CONSENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING YOUR CONSENT TO THE USE OF DATA ONLY AS OUTLINED HEREIN. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT USE THE SERVICES.

Please direct your queries pertaining to the Services or this Policy to us at: [tech.support@mx.com](mailto:tech.support@mx.com)

### **Collection of Your Personal Information**

We collect information for the purpose of providing our users with valuable products and services and use the information collected to improve these products and services. For purposes of this Policy, “Personally Identifiable Information” means information that identifies you individually, such as your name, address, phone and fax numbers or email address. When you register to use the Services, you will be asked for basic registration information, such as your name, email, phone number, age, gender, and zip code. We may request additional personal information from time to time in order to provide you with other benefits of the Services. In all such instances, you will be given the option to decline to provide that information.

Personally Identifiable Information relevant to your account is only displayed to you. The layout and information provided and or requested within this area of the Services may change, as there are upgrades or modifications to the Services. You are responsible for providing current, accurate, and complete information. In the case that information becomes outdated or an error is identified, it is your responsibility to notify MX of all pertinent changes.

All transaction details are recorded by MX. This information is used to provide financial information, assistance, and functionality within the Services. These details, other than in aggregate non-personally identifiable form, are not shared with any third parties.

For security and analytic purposes, we store information based on your interactions through the Services. The Services automatically logs many of the details regarding all visits and requests to our web servers. This can include the browser type, cookie information, page requested by a visitor, and the visitor’s IP address. None of this information is personally identifiable. This information is used to help improve the Services, analyze trends, and administer the Services. We aggregate such tracking data so that no such data is tied to you in any personally identifiable manner, however, due to the nature of the Internet, this is not always absolute, and in some instances, tracking data may be traceable back to you.

Analytics are collected on the Services in order to allow us to count the number of hits we receive to our Services as well as to further explore statistically the actions of our users, such as what pages have the highest traffic so as to better improve our product offerings. These tracking technologies gather information on an aggregate level and are not tied to users’ Personally Identifiable Information.

### **Use of Your Personally Identifiable Information**

CCCU is committed to the security of user information; as such, we implement privacy and security standards to guard against identity theft and unauthorized access to your information. We regularly monitor and re-evaluate our privacy and security policies and adapt them as necessary to deal with new conditions. The sharing of Personally Identifiable Information is strictly controlled and we feel it important that you understand how information within the Services is shared, if at all. Subject to the *Business Transfers* Section below, CCCU does not and will not sell your Personally Identifiable Information.

We use and disclose your Personally Identifiable Information only as follows:

- A. when you expressly give us permission;



- B. with your financial institution from which you signed up for the Services, where applicable;
- C. to analyze and improve the Services;
- D. to deliver to you any administrative notices and communications relevant to your account and/ or your use of the Services;
- E. in a restricted manner to parties who perform services for us and are bound by these same privacy restrictions;
- F. when required by law, or as necessary to comply with any applicable law, regulation, legal process, governmental request or court order;
- G. to enforce our Terms and or this Policy, including investigation of potential violations thereof;
- H. to detect, prevent, or otherwise address fraud, security or technical issues;
- I. to protect against harm to the rights, property or safety of CCCU, its users or the public as required or permitted by law;
- J. to respond to an emergency; and
- K. as otherwise may be set forth in this Policy.

Where necessary, we may be legally obliged to disclose information as it pertains to any actions of a criminal or fraudulent nature. We reserve the right to disclose information to government agencies where necessary in complying with a formal request such as in a civil suit, subpoena, court order, or judicial proceeding. In addition, the violation of our Terms or the committing of a crime may necessitate the disclosure of the violator's Personally Identifiable Information.

CCCU may compile information that is not personally identifiable to a user such that it does not (i) contain any Personally Identifiable Information, or (ii) reveal your specific identity or relate directly to you, such as aggregated data compiled from a larger dataset, de-identified or demographic statistical data. Such data may be used by us and our third-party providers to conduct certain analytical research, marketing, performance tracking and benchmarking. We may publish summary or aggregate results relating to metrics comprised of such data and distribute or license such anonymous, aggregated data for various purposes, such as to help improve products and services and to assist in troubleshooting and technical support.

## **Security**

We use industry-accepted standards, protocols, and precautions to protect your Personally Identifiable Information from loss, misuse, unauthorized access or disclosure, alteration or destruction. We maintain physical, electronic, and procedural safeguards for your Personally Identifiable Information, including using firewall barriers, encryption techniques, authentication procedures, SSL (secure socket layer) encryption, and physical safeguards. You should recognize, however, that there is no such thing as "perfect security" on the Internet; no method is 100% effective at all times and we make no such guarantees. In addition, because Internet communication may be unsecure, it is also possible that the information you supply to us or your access of any information via the Services may be intercepted during transmission. **WE CANNOT BE LIABLE FOR BREACH OF OUR SYSTEMS OR INTERCEPTION OF OUR TRANSMISSION AND, FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PROVIDED UNDER LAW, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING, OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR USE OF THE SERVICES.**

You are responsible for maintaining the security and confidentiality of your password together with your login ID/email address that allows you access to the Services. We recommend creating an alphanumeric password at least 6 characters long combining both upper and lower case letters. Never write this password down and do not share it with others. If you access the Services via partner integration, you may not have a human readable password assigned to you. This authentication process is implemented by our partners and is required to comply with all CCCU security standards.

## **Cookies**

When you use the Services, we want the experience to be as rewarding as possible. As with most online businesses, CCCU logs information about user access to and the use of the Services. When you utilize the Services, we may collect technical and navigational information, such as computer browser type, Internet protocol address, pages visited, and average time spent using the Services. CCCU may use this information, for example, to alert you to software compatibility issues, or it may be analyzed to improve the Services.

We employ the use of cookies on the Services to keep track of user preferences as well as to monitor traffic and usage. "Cookies" are alphanumeric identifiers in the form of text files that are inserted and stored by your Web browser on your computer's hard drive to recognize the user. A cookie also assists in keeping you logged into your CCCU account. CCCU may also employ the use of pixel tags from time to time to help better understand Site traffic and improve user preferences for a better user experience. (Pixel Tags refer to clear gifs, and web beacons, which are 1x1 images, set on web pages to track page traffic.) Most Internet browsers will allow you to stop cookies from being stored on your computer and to delete cookies stored on your computer. Please note, however, that if you choose to restrict the use of cookies, the full functionality of the Services may be impaired.

From time to time we may also employ the services of third-party agents to help us analyze certain online activities and to gather and track aggregate statistical information on the Services on our behalf. The third parties may employ cookies and web beacons to this end. While we do not have control over these cookies, and the use of third-party cookies is not governed by this Policy, this aggregated information is not tied to users' Personally Identifiable Information and the only intended use is to improve the Services and troubleshoot inconsistencies.

## **Location Data**

CCCU offers location-enabled services, such as MoneyMobile. If you use those services, CCCU may receive information about your actual location (such as GPS signals sent by a mobile device or information that can be used to approximate a location (such as a cell ID)).

## **Email Services**

For your convenience, we may offer the option of using email notifications, news updates, and account information via email. All mailings include an opt-out option. An email may be automatically sent to the user following account registration. You may opt out of receiving these emails within the "Settings" menu in the Services.

## **Advertisers and Third Parties**

This Policy only applies to the Services. While the Services may link to other websites, CCCU does not exercise control over the websites maintained by any third parties even if related to the Services or the cookies included in advertisements served on the Services. If you choose to use these other websites, use third-party products or services, disclose information to third-party providers or grant them permission to collect information about you, then their use of your information is governed by their privacy policies. To clarify, CCCU does not accept responsibility for the services, actions and policies of third-party websites you access, either with regard to the Personally Identifiable Information you provide to them, or which you authorize CCCU to give to them, or which they obtain through your use of their websites. You should be careful to review any privacy policies posted on third-party websites before signing up with or using them.

We may use third-party service providers to help us conduct or analyze certain activities within the Services, including auditing the security of our systems. As an example, we may use a third party to help us analyze a user's use of the Services in order to improve the user's experience and the Services. We provide these agents limited access to Personally Identifiable Information only as necessary for them to perform the services. We do not authorize these agents to use this information for any purpose other than to assist us in their contracted role.

In addition, we may disclose Personally Identifiable Information to certain third parties if you have requested or authorized the disclosure of such Personally Identifiable Information.

### **Business Transfers**

If we purchase or sell assets, we may need to transfer certain user accounts and their corresponding information. The sale or closure of CCCU as a business entity could also necessitate the transfer of user information to another party. We may also need to transfer or assign Personally Identifiable Information pursuant to a merger, consolidation or other transaction relating to CCCU or our assets. We may also choose to transfer all of your data stored with us, including your Personally Identifiable Information and any other personally identifiable data, to a third party which may be operating, hosting or managing the Services. Should any of the foregoing events occur, you hereby agree and provide your consent to (i) the complete transfer of all of your Personally Identifiable Information and other data stored on your behalf to a third party; and (ii) the assignment (or novation) of all obligations of CCCU under this Policy to a third party.

### **Profiles**

When users elect to provide testimonials on or for the Services, we post their first name, last initial, and location with their testimonial. We obtain authorization prior to posting this information on the Services. CCCU is not responsible for the Personally Identifiable Information a user elects to disclose within their testimonial. Additionally, within the Services and on our blog pages, if applicable, we may provide users the capacity to share their feedback through comments and collect email information prior to posting their comments; we do not publicly disclose their email addresses. When you provide a comment on any blog page, any Personally Identifiable Information you include within the comment can be viewed by other users of this forum, and used to send you unsolicited messages. We encourage users to employ discretion when posting information in public spaces. CCCU is not responsible for the information a user elects to post in such a forum.

### **Note to International Users**

By using the Services, you agree and acknowledge that the Services are hosted in the United States. If you are attempting to access the Services from a physical location within the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Services, which is governed by U.S. law and this Policy, you are transferring your Personally Identifiable Information to the United States and you consent to such transfer and the terms and conditions of this Policy, including the application of the laws of the United States and/or the State of Utah, as further set forth below.

### **Choice of Law and Forum for Disputes**

You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Policy. To the extent that this Policy conflicts with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. You agree that any claim or dispute of any sort that might arise between you and CCCU, its officers, directors, employees, agents, or affiliates related to this Policy must be brought in San Diego County or Riverside County, California, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue.

### **HOW TO CONTACT US**

You may call us at (877) 495-1600 or you may write to us at CALIFORNIA COAST CREDIT UNION, P.O. Box 502080, San Diego, CA 92150-2080.