

# COAST ONLINE AND COAST MOBILE AGREEMENT AND DISCLOSURE

This Agreement is the contract that covers the rights and responsibilities of you and Coast360 Federal Credit Union ("Coast360") regarding Coast Online and Coast Mobile services, and any of its the features. Coast Online and Coast Mobile allow you to electronically communicate with Coast360 and initiate account transactions, bill payments and funds transfers through your accounts. In this Agreement, the words "you", "yours" and "member(s)" refers to those who request and use Coast Online, Coast ePay, Coast eDeposits, and SendMoney services, including sole proprietors and any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean Coast360. The word "account" means any one or more share and/or loan accounts you have with Coast360. By requesting and using the Coast Online and Coast Mobile services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, the Credit Union's Membership and Account Agreements and any subsequent amendments.

#### COAST ONLINE AND COAST MOBILE ACCESS

The Credit Union provides you with access to your account over the Internet via Coast Online and Coast Mobile applications. Access and usage of these applications and any of the features are made available to authorized users under conditions described in this document, and in terms of agreements required when using, or enrolling into each separate feature such as Transfers to Another Financial Institution, Coast ePay, Alerts, Stop Payments, SendMoney, and eDeposits.

Access is a privilege and may be revoked at any time without any prior notice in the event of suspicion of fraud as determined by the Credit Union staff or reported by you. Specific data about your online access, including your location and computer or mobile device identifying information is recorded and monitored for security purposes. The Credit Union provides you with the tools to monitor your online account access via the "Logon History" and via the "Notify Me" feature. These and other security features can be accessed from Coast Online. It is your responsibility to monitor and report any unusual online account activity.

#### SYSTEM REQUIREMENTS

Coast Online and Coast Mobile Application allows for convenient access to your account information twenty-four (24) hours a day.

#### Coast Online System Requirements

To use Coast Online you must have Internet access, the most current web browser, as well as your User ID or account number and online password. Third party fees may apply for data and Internet access. Contact your mobile or Internet carrier for additional information.

#### **Mobile Application Requirements**

To use the Coast Mobile Application, you must have a mobile device with Internet access and with the most current iOS or Android™ Operating System or a version prior to the most current version. You must also have your User ID or Account number and Online Password. Third party fees may apply for data and Internet access. Contact your mobile or Internet carrier for additional information.

To access your account, download the Coast360 Federal Credit Union Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.

#### YOUR INTERNET E-MAIL ADDRESS

An Internet e-mail address is required to access Coast Online. It is your responsibility to maintain the most current address in Coast Online and within our Coast Online Alerts systems.

We may remind you of an invalid e-mail address on file as you log into Coast Online and may reset your statement selection back to paper statements if a current e-mail address is not provided. A service fee may be charged to your account for handling of returned undeliverable e-mails as stated in the Schedule of Fees and Charges.

We will use the primary Coast Online e-mail address to notify you:

- Whenever a new message is received within your Coast Online eMail box;
- Of any exceptions that occurred when processing your Bill Payments, eDeposits or SendMoney;
- Of any exceptions that occurred when transferring funds between other financial institutions;
- · When your statement is available online; and
- Of any account related promotions and additional information.

## YOUR COAST ONLINE PASSWORD

Your user identification and Coast Online password are required for Coast Online access. A password can be six (6) to fifteen (15) alphanumeric characters, including most special characters. You are responsible for securely maintaining your account number or user identification number and Coast Online password. You are responsible for transactions by you and your authorized users. Unauthorized or suspicious account access should be reported immediately.

When setting up or updating your password, we strongly suggest the use of both alpha and numeric characters. Avoid words that can be found in any personal identification documents or the dictionary. We also recommend that you regularly change your password for additional protection.

#### **COAST ONLINE ALERTS**

The Coast Online Alerts system is designed to notify you of specific actions taking place on your account, as specified by you.

Up to five (5) e-mail addresses can be configured to deliver any of the alert notifications that are available. It is your responsibility to maintain these e-mail addresses.

The Credit Union may deactivate, without any prior notice, any alerts set up on closed accounts or those that were sent to an e-mail address that is returned undeliverable.

#### COAST ONLINE TRANSFER TO ANOTHER FINANCIAL INSTITUTION

This feature allows you to send a deposit to another financial institution. These transactions are processed via the Federal Reserve's ACH system. An immediate debit and credit verification will be generated by Coast Online to each of your new Financial Institution setups. You will be required to unlock the transfer function to this new account by providing the verification transaction amount before any transfers can be scheduled.

If your payment order or other funds transfer is sent or received through an ACH system, you will be subject to all applicable rules of such clearinghouse, and any applicable rules set forth in Federal Reserve Operating Circulars.

You agree that you will not initiate any ACH transfer that violates any law of the United States of America. You agree that you are an Owner and Authorized Signer on the accounts at the destination financial institution and can originate these types of transactions. You further agree to provide verification of such ownership and signing privilege upon request.

Transfers can be scheduled at any time not to exceed the daily aggregate limit as set by the Credit Union. Transfers are not processed the day prior to any Federal observed holiday. The actual observed holiday may change from year to year. Please contact the Credit Union for a complete listing of observed holidays.

Debits to Savings Accounts are subject to regulatory limitations as defined in the "Transaction Limitations" section in the Membership and Account Agreements for the specific account type. From time to time, we may process your transfers on the following morning from the scheduled processing date. This does not affect or extend the transmission of your request to the receiving institution.

The Credit Union may cancel without any further notification any pending one time or recurring financial institution transfers setup from a closed account or at the discretion of the Credit Union's support staff.

#### RIGHT TO CANCEL TRANSFERS

If you have used Coast Online to schedule future or one-time or recurring transfers within your account, to another Credit Union Member's account, or to an account at another financial institution, you can cancel those transfers, provided the funds to be transferred have not yet been withdrawn from your Credit Union account or the debit has not yet been sent to our ACH Operator for processing.

#### STOP PAYMENTS

The Coast Online stop payment feature allows you to place a stop payment request on personal checks written from your Credit Union Account. We reserve the right to revoke your request if the check has already been accepted for payment and processed, or if the stop payment request has been received within twenty-four (24) hours prior to the check being presented for payment. It is your responsibility to renew stop payment requests that have or will expire.

#### ADDRESS CHANGES

Primary accountholders can update through Coast Online their primary or alternate domestic mailing address and home, work, and/or mobile telephone numbers. It is your responsibility to maintain a current mailing address and contact information.

A service fee will be charged to your account for handling of returned undeliverable mail or e-mail as stated in the Schedule of Fees and Charges.

#### TRANSACTIONS AVAILABLE

You may use Coast Online service to perform the following transactions:

- Obtain account/loan balance and history;
- Obtain loan payment due date and payoff information;
- Obtain last dividend date and amount through account history;
- Verify payments of specific checks;
- Transfer funds from your Checking, Savings and/or Lines of Credit Accounts;
- Access your Line of Credit for loan advances by transfer;
- Download transaction information to personal financial management software;
- Make loan payments; and
- Transfer funds to accounts of other members you authorize from any of your accounts.
- Pay bills through Coast ePay from your Coast360 Checking Account(s);
- Communicate with Coast360 using the Secure Messages feature for other transactions permitted by Coast360.
- Other features as added.

You may use the Coast Mobile Application to also perform the following transactions:

- Transfer funds to anyone via SendMoney Services powered by PayPal™; and
- Make a deposit via Coast eDeposits.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

### SERVICE LIMITATIONS

The following limitations on Coast Online transactions may apply when using the services listed above:

#### Transfers

You may make funds transfers to other accounts of yours as often as you like. However, transfers from your Savings account and Money Market account will be limited to a total of six (6) in any one month. 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. Coast360 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.

#### **Account Information**

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

#### Secure Messages

Coast360 may not immediately receive communications through Secure Messages that you send and Coast360 will not take action based on requests received from Secure Messages until Coast360 actually receives your message and has a reasonable opportunity to act. If you need to contact Coast360 immediately regarding an unauthorized transaction or stop payment request, you may call Coast360 at (671) 477-8736.

### COAST EDEPOSIT

The Credit Union offers the ability to remotely deposit checks through the mobile eDeposit application. The use of this application is made available based on specific member eligibility and requires agreement and acceptance of separate terms and conditions. Please visit www.coast360fcu.com or call us at (671) 477-8736 for additional information or eligibility requirements.

#### COAST FRAY

The Coast ePay service is made available to you under guidelines described in this document and via the online enrollment disclosure. You authorize the Credit Union to charge your designated Checking Account(s) for any transactions processed through the use of our BillPay service, including all charges as shown in the Schedule of Fees and Charges associated with BillPay service. This service may be revoked at any time by the Credit Union and any payments scheduled may be cancelled at any time without any further notification in the event of misuse, fraud, abuse and/or any other violations of regulations described in this disclosure.

#### REQUIREMENTS AND YOUR RESPONSIBILITIES FOR USE OF THIS SERVICE

The Credit Union reserves the right to refuse the processing of any payments. The Credit Union also reserves the right to screen payee data and reject a payee record or a payment as mandated by federal or other law. The Credit Union will notify you of any such refusal within three (3) business days following receipt of your process date.

#### SYSTEM REQUIREMENTS

To use Coast ePay you must have a computer, Internet service, browser, your account number and a PIN or Access Code.

#### YOUR PAYER RECORDS

Payee records are created by you and include all the necessary data to make your payment, such as the payee name, address, phone and account number

You may add and delete payees or modify dollar amount within the BillPay service. You may edit your personal information on a payee record. The Credit Union may update these records without any further notification to correct errors or update account information as provided by the payee in order to process your payment.

It is your responsibility to properly maintain your payee information. The Credit Union is not responsible if a BillPay payment cannot be processed by the payee and/or is misrouted due to invalid, incomplete, or outdated payee information provided by you.

The BillPay service may be used to make payment to payees within the United States, Puerto Rico and its territories.

# SCHEDULING A PAYMENT

Payments can be scheduled to any payee on your account from any Checking Account at the Credit Union. You can schedule payments at any time with a maximum per payment limit of \$10,000.

Payments are scheduled on the date you wish the funds withdrawn from your account. These withdrawal dates are limited to Sunday through Friday, excluding a day prior to an observed Federal Holiday. Payments are made to your payee either electronically via ACH or by check. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider, which is determined at the time of scheduling. It is your responsibility to allow sufficient days from the withdrawal date for check or electronic payments to be received and processed by your payee. It may take one (1) to two (2) business days for electronic payments and up to ten (10) business days for check payments to be received and processed by your payee. Check payments are mailed from the mid-west via the US Postal Service stamped First Class and are not "Postmarked." At times, check payments may be delayed by the payee processor. The Credit Union will not be responsible for such delays.

The Credit Union may restrict your account from scheduling further payments in the event you have a delinquent loan or your account fails to comply with guidelines specified within this document.

BillPay checks are void after ninety (90) days from the issue date. We may from time to time send you an e-mail notification reminder whenever a check payment had not cleared. You are responsible for any late payments, late fees, interest payments and service fees charged by your payee(s) and for allowing sufficient time for bill payments to be processed so that funds can be delivered to the payee on or before the due date.

The BillPay service provided is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee in accordance with this Agreement. The Credit Union and the BillPay service provider are not liable for any damages you incur if you do not have sufficient funds in your designated Checking Account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of payee address or account number, the failure of any payee to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the BillPay service provider.

### **EDITING OR CANCELLING A PENDING PAYMENT**

You may edit or cancel any one time or recurring pending payment via BillPay prior to the payment withdrawal date. You may not edit or cancel a payment after we have withdrawn the funds from your account.

#### **BILL PAYMENT WITHDRAWALS**

Scheduled payments will be withdrawn from your account on the withdrawal date you have specified. From time to time, the Credit Union may withdraw due payments from your account at any time prior to or after the above scheduled time.

It is your responsibility to have sufficient available funds for the payment(s) to be processed. Any applicable overdraft, Courtesy Pay, NSF or stop payment fees will be charged by the Credit Union as a result of these transactions as disclosed in our Schedule of Fees and Charges. The Credit Union will overdraft from your other share accounts (as applicable) according to the instructions you have given the Credit Union (if any) if there are not sufficient funds in the designated Checking Account.

#### HANDLING OF PAYMENT EXCEPTIONS

An automatic e-mail notification will be sent to the primary e-mail address on file whenever a payment cannot be processed as requested. In all cases, you are responsible for either making alternate arrangements for the payment, or rescheduling the payment through the BillPay service. Insufficient available funds will prevent the Credit Union from making more payments until resolved. You authorize the Credit Union, and any third-party acting on the Credit Union's behalf, to choose the most effective method to process your payments.

The status of your payments can be viewed via the BillPay history page.

It is your responsibility to:

- Maintain your e-mail address;
- Review e-mail notifications from the Coast Online or Coast ePay;
- Review the status of your payments via the BillPay history page; and
- Make necessary arrangements with payees for the handling of late fees, making late payments or restoring service cancellations.

Some of the payment exception reasons may include, but are not limited to, a closed account, a delinquent loan and/or non-sufficient funds.

Payments may be returned to the Credit Union due to an invalid mailing address or payment data. These payments will be refunded back to your account. An e-mail notification will be sent to the address on file notifying you of any returned payments.

We may from time to time, attempt to validate the payment data with the payee and resend the payment on your behalf. A service fee will be charged to your account for handling returned payments as disclosed. For additional information, please review the Schedule of Fees and Charges.

#### TRANSACTIONS AVAILABLE

You may use BillPay service to perform the following transactions:

- Add/ Edit Pavees
  - Payees refer to the entity to which you pay bills. The payee can be a company, organization or individual. The Add/Edit payee feature allows you to add, edit or delete information on your personal list of payees.
- Make Nonrecurring Payments from a Checking Account
  - This feature allows you to schedule one time payments to payees and enables you to specify the amount of the payment and the processing date.
- Make Recurring Payments from a Checking Account, a Credit Card or Personal Line of Credit
  - This feature allows you to schedule recurring payments to payees, and enables you to specify the amount of the payment and the
- View History
  - Viewing history permits you to see payments made over a specified time period.

# **MISCELLANEOUS NOTIFICATIONS**

An automated notification will be sent to the primary e-mail address on file whenever any of the following take place:

- A new pavee is edited or added:
- A large dollar payment is scheduled and/or made; or
- A recurring payment has reached the last scheduled date.

It is your responsibility to review e-mail notifications and report any inaccurate or suspicious activity by calling the Credit Union at (671) 477-8736.

# SERVICE AND MAINTENANCE

From time to time, the Credit Union may disable the BillPay service without prior notice for scheduled maintenance and upgrades to the system. Scheduled maintenance will be scheduled, if possible, between the hours of midnight and 5:00 a.m. (Pacific Time).

The Credit Union will display a message on www.coast360fcu.com and mobile devices notifying users of any scheduled down time.

#### LIMITATIONS

The Credit Union will not be held liable under any circumstances for payments made to any of the following:

- Tax payments (IRS, Franchise Tax Board, Tax Assessor);
- Court ordered payments;
- Security trade purchases;
- Child support payments; or
- Payments outside of the United States.

The Credit Union may cancel pending payments scheduled from a closed account without any prior notice.

## STOP PAYMENT

You may request a stop payment on a BillPay check if the payee has not negotiated the check. A service fee will be charged to your account for a stop payment request as stated in the Schedule of Fees and Charges.

To place a stop payment, please contact the credit union at (671) 477-8736, or you may submit your request on line by clicking on the specific payment from BillPay history, selecting the option to stop payment and submitting the e-mail inquiry form.

If you wish to cancel the BillPay service feature, you must notify the Credit Union in writing at Coast360 Federal Credit Union, 450 Route 8, Maite, Guam 96910 Attention: Contact Center.

You are responsible for all payment instructions made prior to termination and for all other applicable charges and fees. You must cancel all outstanding payment orders with the payee(s) before notifying the Credit Union to terminate this service feature. This Agreement, any user's manual, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, we will send notice to you either by mail to your last known address or transmit such notice of the amendment over Coast Online. Your use of the BillPay service feature following receipt of such notice constitutes acceptance of such amendment.

#### LIABILITY FOR UNAUTHORIZED ACCESS

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Coast Online service or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through Coast Online without your authorization. Telephoning is the best way to keep your possible losses down. If you tell us within two (2) business days, you can lose not more than \$50 if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account 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 via Coast Online, Coast Mobile or Coast ePay services, 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 lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission,

Call Coast360 at:

(671) 477-8736

Or Write Coast360 at:

Coast360 Federal Credit Union ATTN: Contact Center 450 Route 8 Maite, GU 96910

# **BUSINESS DAYS**

Our business days are Monday - Thursday 9am to 4pm, Friday 10am to 6pm and Saturday 9am to 1pm. Holidays are not included.

## FEES AND CHARGES

Coast Online, Coast Mobile and Coast ePay services are provided at no charge. However, there may be certain charges within each service. You will be notified of the charge before you can complete a transaction for which a charge is made. We will notify you of any changes in the Rate and Fee Schedule as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement and Disclosure.

#### PERIODIC STATEM ENTS

Transfers, withdrawals, and bill payments transacted through Coast Online will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may also elect to receive your periodic statements electronically.

#### ACCOUNT INFORMATION DISCLOSURE

We will disclose information to any agent, independent contractor, designee, or assignee that Coast360 may in its sole discretion select to conduct Coast Online, Coast Mobile, Coast eDeposits, Coast ePay or SendMoney service transactions that you may request on your behalf.

### CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, Coast360 will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet, or Coast360 user instructions for making transactions.
- If your computer fails or malfunctions or the Coast Online, Coast Mobile, or Coast ePay services were not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent the initiation or completion of the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given Coast360 complete, correct and current instructions to process a transfer.

- If the error was caused by a system beyond Coast360's control such as a telecommunication system or your Internet service provider.
- If there are other exceptions as established by Coast360 from time to time.

#### **TERMINATION OF COAST ONLINE SERVICES**

You agree that we may terminate this Agreement and your use of the Coast Online services if you, or any authorized user of your account or access code, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code; or if you, or any authorized user of your account or access code have not utilized Coast Online Services for 180 days. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

#### NOTICES

Coast360 reserves the right to change the terms and conditions upon which this service is offered. Coast360 will provide notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Continued use of Coast Online services after receipt of the terms and conditions will constitute acceptance of, and agreement to the terms and conditions. Use of Coast Online is subject to existing regulations governing your accounts and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your account or any account transaction.

#### **BILLING ERRORS**

In case of errors or questions about your Coast Online, Coast Mobile, or Coast ePay transactions, telephone us at the phone number or write to us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need
  more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days. We will tell you the results of our investigation within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we

will provide a conditional credit to your account within ten (10) business days for the amount you think is in error; so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provide conditional credit to your account. For transactions initiated outside the United States, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forth-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question.

# **ENFORCEM ENT**

You agree to be liable to Coast360 for any liability, loss, or expense as provided in this Agreement that Coast360 incurs as a result of any dispute involving your accounts or services. You authorize Coast360 to deduct any such liability, loss, or expense from your account without prior notice to you

This Agreement shall be governed by and construed under the laws of the Territory of Guam as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Guam law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

#### **SENDMONEY**

The Credit Union provides you the ability to initiate payments from your checking account using SendMoney Services through PayPal to a third party via the Mobile Applications. The SendMoney service requires the user to accept terms and conditions of a separate agreement. Please visit www.coast30fcu.com or call us at (671) 477-8736 for additional information or eligibility requirements.