



## COAST ONLINE PRO AGREEMENT

This Coast Online Pro Agreement ("Agreement") applies to any online banking service you receive from Coast360 Federal Credit Union for your Eligible Business or Non-Personal Accounts. It explains the terms and conditions for accessing your Coast360 Federal Credit Union accounts via Coast360 Federal Credit Union's Online Banking System ("Coast Online Pro") for member businesses and other non-personal memberships. When you log on to Coast Online Pro using your Company ID, User ID and/or PIN you agree to be bound by the terms and conditions of this Agreement. Please read it carefully and fully. If you do not agree with the terms and conditions of this Agreement, you may not use Coast Online Pro. This Agreement, as may be amended from time to time, shall remain in effect for as long as you are eligible to use Coast Online Pro. This Agreement is in addition to the other agreements between you and Coast360 Federal Credit Union.

Your Share and Deposit Accounts and use of Coast Online Pro are also governed by the Business and Non-Personal Application and Account Agreement and Terms & Conditions provided to you when you opened your Account. Your Credit Account is also governed by the terms of any credit agreement you signed and any other agreements, terms and conditions which you have agreed to when you established your Credit Account. Any issue relating to an Account or service with us that you access through a third party provider under a separate agreement shall also be governed by the terms of such separate agreement for that Account or service.

You should retain a copy of this Agreement by printing or storing a copy of this Agreement for your records. If you are unable to print or store a copy of this Agreement, please call us and we will mail a paper copy to you.

### Definitions

The following definitions govern the terms of this Agreement:

The words "we," "us," "our," "Coast360" and "the Credit Union" refer to Coast360 Federal Credit Union.

The words "you" and "your" refer to the business or Non-Personal member and its authorized officers or representatives signing the Coast Online Pro Application.

The words "Eligible Business or Non-Personal Account(s)" mean both the Deposit Account(s) and the Credit Account(s) that are enrolled in Coast Online Pro that are used solely for purposes other than personal. This does not include any accounts that are used in any way for personal, family or household purposes. Estate, Trust, Association, Club or Non-Profit Organization accounts are considered Business or Non-Personal Accounts for the purposes of Coast Online Pro.

The words "Deposit Account(s)" mean your Business or Non-Personal Share Savings Account, your Business or Non-Personal Checking Account, your Money Market Account, or other business or Non-Personal share or deposit account you may have with us.

The words "Credit Account(s)" mean your Business Loan or other credit accounts you may have with us for purposes other than personal.

The words "Business Day" mean every day except Sundays and holidays.

### Accessing Your Eligible Business or Non-Personal Accounts

You may access your Business or Non-Personal Accounts through Coast Online Pro in two ways: through the Enhanced Secured Browser or through the Internet Secured Browser. The Enhanced Secured Browser provides additional security features such as an activation key and PIN, and is only accessed through

registered computers. Estatements are only available through the Enhanced Secured Browser.

To access your Business or Non-Personal Accounts through Coast Online Pro with the Enhanced Secured Browser, you must have: (a) adequate software to utilize Coast Online Pro, i.e. a browser that supports "TLS 1.2 or higher" such as Firefox, Google Chrome, or Microsoft Internet Explorer, (b) one or more Eligible Business or Non-Personal Accounts, and (c) your Coast Online Pro Company ID, User ID and PIN. (Access will be blocked after three (3) failed attempts at logon.)

To access your Business or Non-Personal Accounts through Coast Online Pro with the Internet Secured Browser, you must have: (a) adequate software to utilize Coast Online Pro, i.e. a browser that supports "TLS 1.2 or higher" such as Firefox, Google Chrome, or Microsoft Internet Explorer, (b) one or more Eligible Business or Non-Personal Accounts (listed below), and (c) a Coast Online Pro Company ID, User ID and Password. (Access will be blocked after three (3) failed attempts at logon.)

### **Equipment**

To receive electronic records and to access Coast Online Pro services, You need a computer with Internet access and web browser (such as Mozilla Firefox®, Microsoft Internet Explorer® or an equivalent). You are responsible for providing and maintaining any equipment that is necessary for the services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time and is available upon request from us. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the services, even if we have previously approved their use. You are responsible for all telephone charges incurred in connecting to Coast Online Pro and for charges by any Internet providers you use to provide connection to the Internet. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

Unless otherwise agreed by us in writing, the computer programs, service guides, Security Procedures, and systems provided to you in connection with the services represent our proprietary property and must be returned to us upon request.

### **Virus Protection**

We are not responsible for any electronic virus or viruses that You may encounter. The Credit Union suggests that You routinely scan Your PC and other electronic devices using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt, destroy, or log keystrokes. This may inadvertently affect your programs, files and even your hardware.

### **Electronic Signature**

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

### **Electronic Records**

To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in Our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records

electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that our storage shall, if proper procedures are followed, be regarded as secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

### **Links to Other Sites**

Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party websites. Credit Union is not responsible for the content or support of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

### **Security Procedures**

You agree that the Security Procedures listed below are commercially reasonable. You agree that we will use such procedures to detect an unauthorized request prior to accepting your request. You agree that any request acted upon by us in compliance with the Security Procedures, whether or not authorized by you, shall be treated as your authorized request and we will not be liable to you for having acted upon the request. You acknowledge that we reserve the right to change our Security Procedures from time to time.

#### *Protection of Security Procedures*

You are strictly and solely responsible to establish and maintain procedures to safeguard against unauthorized transmissions of requests. You warrant that no individual will be allowed to initiate requests in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures and of any PINs, codes, security devices and related instructions provided by us in connection with the Security Procedures. In the event, you permit other persons to use the Coast Online Pro service or your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, if you believe or suspect that any such information or instructions are known or have been accessed without your authorization, you shall notify us immediately.

#### *Security Access*

We will assign a Company ID, User ID and Activation Key to all authorized users. However, the first time any authorized user logs on to Coast Online Pro, the user will be prompted to immediately create a PIN. You will be responsible for any liability, loss, or damage resulting from our actions in accordance with instructions to us from any person you have authorized as a Company end-user. You shall promptly notify us of any suspected compromise of security involving the PINs and ID's assigned. The Credit Union is authorized to rely on your PIN to identify you when you use Coast Online Pro and as signature authorization for any transactions performed. For security purposes, it is recommended that you memorize this PIN and do not write it down. You agree to inform us of anyone who has had access to Coast Online Pro and is no longer employed or authorized to use the services. You are responsible for keeping your PIN and account data confidential. If you believe that your PIN may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, immediately notify the Credit Union.

Additionally, the Credit Union recommends that you limit access to each function as appropriate; however, each individual may have access to multiple functions. You will be responsible for identifying those individuals who will be authorized to utilize the ACH Debit Entries and/or Wire Transfer functions. The Credit Union is authorized to rely on individual PINs as signature authorization for any transactions performed. You further agree never to leave your computer unattended while logged on to Coast Online Pro, and always log off when you are finished.

#### *Internet Secured Browser - Enhanced Login Security*

Enhanced Login Security adds an additional level of security by identifying you as the true "owner" of your accounts through the use of cookies placed on your computer/browser, identifying it as

one you use to access the services. This feature strengthens the security measures we already employ and help to prevent unauthorized access to the online system. If the system does not recognize your computer, you will be challenged for additional authentication information known only by you. If you do not successfully complete this process, you will not be granted access to the online system.

### **Reliance on Third Parties**

Our ability to provide certain services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related services or may provide the services through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

### **Information Processing and Reporting**

We offer a number of services that require us to receive, process, and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

#### *Information You Provide to Us*

You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

#### *Your Instructions*

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

#### *Your Review*

You acknowledge that it is not possible for the services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to immediately review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide the services for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

### **“E-Mail” and Facsimile Communications**

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, You agree that

we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to Our response(s) to any email or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the email address in your Membership Application or any other application or written communication actually received by us. You should not include confidential information, such as account numbers, social security numbers, taxpayer identification numbers, balances, etc., in your e-mail. We will not immediately receive e-mail that you send. As a result, you agree not to rely on e-mail if you need to communicate with us immediately (for example, to report a lost or stolen PIN, or to report an unauthorized transaction from one of your Accounts). We will not take actions based on your e-mail requests until we actually receive your message and we have had a reasonable opportunity to act. You cannot use e-mail to initiate transactions on your Eligible Business or Non-Personal Accounts.

We will have no obligation, liability or responsibility to you or any other person if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may call the Credit Union. You agree and consent to the electronic transmission of financial information related to your Eligible Business or Non-Personal Accounts.

### **Hours of Accessibility**

You can usually access your Eligible Business or Non-Personal Accounts through Coast Online Pro seven days a week, 24 hours a day. However, at certain times, some or all of the Credit Union's Coast Online Pro may not be available due to system maintenance or reasons beyond the Credit Union's control. The Credit Union specifically does not warrant that Coast Online Pro will be available at all times.

### **Processing Schedule**

Any transfer between your Coast360 Business or Non-Personal Accounts initiated through Coast Online Pro is real time.

Some optional services require Entries to be submitted before designated cutoff times. Each Entry or file shall be transmitted to the Credit Union in accordance with the Processing Schedule.

- For Monday to Friday - A Wire Transfer entry must be transmitted by 2:00 PM to be processed on the same day. A Wire Transfer request submitted after 2:00 PM will be processed on the next business day.

### **Accounts Accessible through Coast Online Pro**

Most share, deposit and credit accounts you have with us are accessible through Coast Online Pro including: Business Share Savings Accounts, Business Checking Accounts, Business Term Loans and Business Lines of Credit.

If more than one person is authorized to withdraw funds from your Deposit Accounts, or if another person is authorized to electronically access your Deposit Accounts, each such person is authorized to perform the electronic transactions allowed in this Agreement, and we cannot stop that person from using Coast Online Pro. You agree to provide us with their written authorizations, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization. You agree never to provide your Company ID, User ID or PIN to any person not authorized to use it. If you do so, you are authorizing that party to make transactions on your Eligible Business or Non-Personal Accounts, and you are responsible for any transactions, including transfer from your Eligible Business or Non-Personal Accounts, resulting from you furnishing your Company ID, User ID and PIN to an unauthorized person. We will not be liable for and will not reimburse you for any losses that may occur as a result of such use of your

User ID and PIN.

Accounts sharing the same TIN are eligible to be accessed by a single Coast Online Pro User ID. Be aware, however, that all accounts designated may be accessed and viewed by any party having access to the User ID and PIN. You must establish your own internal security procedures for employees you authorize to use the services and to prevent unauthorized use by other employees or persons. We undertake no obligation to monitor transactions through Coast Online Pro to determine that they are made on behalf of the Business Member, and will treat each transaction using your Company ID, User ID and PIN as authorized by you.

### **Access to Account Data**

Some of the services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact our Business Member Services.

The Coast360 Coast Online Pro offers the following services:

Basic Services: Information Reporting, Account Transfer and Stop Payments.

Additional Services: ACH Debits and Domestic Wire Transfers.

Through the Coast Online Pro, you can manage your Eligible Business or Non-Personal Accounts from your office via your personal computer. We will notify you when the services you request will become available to you.

Additionally, through the Coast Online Pro, you can:

- View account balances and review transaction history on all Eligible Business or Non-Personal Accounts that are enrolled in Coast Online Pro.
- Download transactions in various software formats for various applications
- View and print Deposit Account statements
- Change Your PIN
- View and search checks

The above list of services is referred to as "Standard Access". Additional optional services may be added and you may apply for them through an application/credit review process. We will review your request and make decisions regarding that request for optional services. The Credit Union will notify you in writing of any approved optional service. For some services the approval confirmation will establish "Processing Limits" that specify the maximum dollar amounts that may be transmitted through that optional service.

### **Credit Review**

For some optional services, you are subject to satisfactory credit review by us from time to time, at our sole option and discretion, and in accordance with our established credit criteria. You shall, upon our request, provide to us any such credit related information and assistance as we may require to perform any such review. Your failure to meet such standards in the sole discretion of the Credit Union or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit us to terminate this Agreement and Services.

### **Nature of Business**

Should the nature of your business change, you must reapply for any optional services.

### **Screen Scrapers or Account Aggregators**

Screen Scrapers or any other Account Aggregator services may not be used in conjunction with Coast Online Pro or any other On-line Financial Service provided by us. The Credit Union is not responsible for any loss or fraud resulting from the use of any Account Aggregator service.

### **Transfers**

Funds can be transferred immediately or on a future date between your Business Share Savings Account and your Business Checking Accounts. Your transfer instructions shall be given the same legal effect as a written and signed document. The number of transfers from a Savings or Money Market account is limited to six per statement cycle. For more Details see the Coast360 Federal Credit Union Business Membership Agreement. If a hold has been placed on deposits made to a Deposit Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. There is a maximum dollar limit on any transfer equal to the available balance in your Eligible Business Account. Funds can be transferred immediately or on a future date between your business checking, savings and money market accounts. If an Eligible Business Account has insufficient funds to complete a transfer as of the date of the transfer, the transfer may not be completed. If we, in our sole discretion, decide to complete the transfer, we may require you to promptly pay the overdraft and charge you an overdraft fee. We are not, however, under any obligation to allow an overdraft to be created. All transfers are effective when you complete and submit the transfer instructions to us on-line.

### **Electronic Fund Transfers**

For Electronic Fund Transfer, you should read your rights and responsibilities contained in the Membership Agreement provided to you when you first opened your account(s) with Coast360 Federal Credit Union. This information should be reviewed before completing your first Electronic Fund Transfer on Coast Online Pro system. If you do not still have a copy, please contact our Contact Center and they will send you one.

Insufficient Fund Transfers - If Your Account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions. The Credit Union reserves the right to refuse any transaction, the decision shall be at the Credit Union's sole discretion.

### **Electronic Processing and Transactions**

Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective / posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, you are responsible for insuring that your Account(s) have sufficient balances as applicable for the scheduled payment / transaction one business day prior to the date scheduled. If a transfer is due on a Sunday or Federal holiday, the transfer may occur on either the first business day after the due date or the business day prior to the due date. In these cases, you should plan to have the transfer initiated on the last business day before any of these days in order to ensure your transfer is made on time.

### **Settlement Account**

For certain optional services, you must agree to open, designate and maintain a Settlement Account at all times during the Term of this Agreement. If you close your designated Settlement Account; all optional services under this Agreement will be cancelled.

### **Stop Payment**

You may stop payment on a check by providing us with timely, complete and accurate information on the following:

1. Account number in question
2. Date of the item
3. The item number
4. Payee information
5. EXACT amount of the item (dollars and cents)

If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing.

### **Amending/Canceling a Transaction**

Unless this Agreement provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

### **Our Rejection of Transactions**

We may refuse any transfer or payment instruction without cause or prior notice.

### **Notice of Returned Payments or Transfers**

We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

### **Unauthorized Transactions**

We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the Security Procedures you and we have agreed upon for the services. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you. We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

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

We reserve the right to change the charges, fees or terms of this Agreement at any time. When any such changes are made, unless otherwise required by law, we will notify you of any such change electronically by posting such notice on our Coast Online Pro website. Such changes shall be effective immediately when posted except for those changes, if any, that we are required by applicable law to inform you about in advance.

### **ACH Credit and Debit Entries**

Your use of the ACH Credit and Debit Entries functions on Coast Online Pro will be governed by the ACH Services Addendum in addition to this Agreement. You may determine which individual employees are authorized to (i) input ACH Credit and Debit Entries, and (ii) transmit ACH Entries. Those individuals who are given access to the ACH Credit and Debit Entries function will be considered Company Authorized Representatives in the same fashion as those Company Authorized Representatives identified in the ACH Services Addendum.

### **Wire Transfers**

Your use of the Wire Transfer function on Coast Online Pro will be governed by the Funds Transfer Agreement and Authorization on file with the Credit Union (if applicable) in addition to this Coast Online Pro Agreement.

You understand that it is your responsibility to provide accurate routing and account numbers to the Credit Union. You agree that you will review the routing and account numbers to ensure that they are accurate



prior to transmission. To the extent not prohibited by law, you agree that the wire transfers are irrevocable and that the sole obligation of the Credit Union is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing the transfer. The beneficiary's bank may make payment based upon the beneficiary's account number as entered by you, even if it identifies a person different from the named beneficiary.

You will be charged a fee per transaction for Wire Transfers initiated on Coast Online Pro, as set forth in the current fee schedule.

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

You authorize the Credit Union and each of its affiliates to disclose to third parties information you have provided or that our affiliates or we have obtained about your accounts and the transfers you make:

- To comply with laws, regulations, government agency or court orders or requests
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant where it is necessary for completing transfers to provide services relating to your account if you otherwise give us your written permission.

### **Right to Terminate this Agreement**

The Credit Union may terminate this Agreement and your access to Online Financial Services through Coast Online Pro, in whole or in part, at any time without notice. You may terminate this Agreement by notifying us at least seven (7) days in advance in writing.

If you terminate your access to Coast Online Pro, you authorize us to continue making transfers, and other transactions you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers, payments or transactions from your Account, including transfers, payments or transactions you have previously authorized. However, you must cancel any automatic recurring transfers or payments requested using Coast Online Pro prior to terminating Coast Online Pro otherwise we will continue to make such transfers or payments.

If we terminate your access to Coast Online Pro, we reserve the right to make no further transfers, payments or transactions from your Account, including any transfers and transactions you have previously authorized. You agree that we may terminate your use of the Coast Online Pro 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 Pro 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.

If either you or we end your rights to use Coast Online Pro, we will no longer be required to complete any of your Coast Online Pro transactions. You will remain obligated to us under the Agreement for all your Coast Online Pro transactions, even if they occur or are completed after this Agreement ended.

### **Assignment**

The Credit Union may assign the rights and delegate all or a portion of its duties under this Agreement to a company affiliated with us or to any other party.

### **Severability**

If any provision of this Agreement is void or unenforceable, such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision.

### **Waiver**

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

### **Entire Agreement**

This Agreement is the entire agreement between you and us and it supersedes any marketing or other similar material pertaining to Coast Online Pro delivered to you in writing, verbally or electronically.

### **How to Contact Us:**

By Phone:

Member Business Services  
Call 671.477.8736 ext 419

By Mail:

Coast360 Federal Credit Union  
450 Route 8  
Maite, Guam 96910  
Attn: Member Business Services

### **Business Days**

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

### **Member's Responsibility**

You are responsible for all transactions you authorize using Coast Online Pro. If you permit other users to perform Online Banking transactions, you are responsible for any transactions they authorize from your accounts. You should notify us immediately if you believe any of your Accounts have been accessed or any User ID's or PINs have been used without your permission. Contacting us right away will help you reduce possible losses. Telephoning us is the best way to notify us. If you believe your User ID and/or your PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission using Online Banking, call or write to us at the telephone number or address set forth in the section above.

### **Enforcement**

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.

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**IN WITNESS WHEREOF, the undersigned have duly executed the Agreement by their duly authorized officers. By signing below, you acknowledge receipt of and agree to be bound by the terms of the Coast360 Federal Credit Union Coast Online Pro Agreement**

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**AUTHORIZED SIGNER(S):**

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date: