

MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES
Mission Fed Mobile and Online Banking Agreement

The terms and conditions of this Agreement shall apply to and govern your electronic access and use of Mobile and Online Banking services currently offered or that may be offered in the future by Mission Federal Credit Union (“Mission Fed”). Mission Fed Mobile and Online Banking services may be referred to as “Digital Banking,” “Mobile Banking,” “Online Banking,” or “Services” in this Agreement.

In this Agreement, the words “Credit Union,” “Branch,” “us,” “we,” “our,” or “Mission Fed” mean Mission Federal Credit Union. The words “you” or “your” refer to any owner or signer on an account, any authorized representative entitled to Mobile or Online Banking access as well as anyone you permit to access your Mission Fed account(s).

All agreements including the Account Agreements and Disclosures (www.missionfed.com/disclosures), other rules and regulations applicable to your account, and other agreements you have with Mission Fed, now or in the future, remain in effect and are made a part of this Mobile and Online Banking Agreement by reference unless specifically modified.

- 1. RELATION TO OTHER AGREEMENTS** – You agree that by using the Services, or allowing another to access your account(s) via the Services, you have received a copy of, and agree to be bound by Mission Fed’s agreements and disclosures including the Account Agreement and Disclosures, the Truth in Savings Act Disclosure, the Checking Account Disclosure, all applicable loan disclosures and this Mobile and Online Banking Agreement. These agreements and disclosures constitute the agreement between you and us related to the Services and supplement any other agreement or disclosure related to any of your accounts. In the event of a conflict between these agreements and disclosures, the Mobile and Online Banking Agreement prevails.
- 2. AMENDMENTS** – Mission Fed reserves the right to amend, modify, revoke, or cancel the Services and the terms of this Agreement and Disclosure in accordance with applicable law. We will notify you by sending notice by regular mail, by electronic mail, or by posting the updated terms within the Mobile or Online Banking portal, as required by applicable law. By using the Services after the effective date of any change or amendment, you agree to that change or amendment.
- 3. ACCESS TO MOBILE OR ONLINE BANKING SERVICES** – To access Mobile or Online Banking, a username and password is required. If you are not already enrolled, download the iOS and Android applications from their respective stores, or visit <http://www.missionfed.com/>, and click the “Enroll Now” link. You will be able to choose your own username, provided that it meets our security requirements and is not already in use. Your password can be used to access money and information about your accounts and therefore, you are responsible for keeping your username, password, pins, and account data confidential. You agree you will not provide your password to any person not

authorized to transact on your account(s) and understand that you will be liable for transactions conducted by anyone authorized to access your Account(s).

4. **MULTI-FACTOR AUTHENTICATION** – In addition to using your username and password to confirm your identity, Mission Fed utilizes additional security measures to authenticate your identity. For your protection, when you log in or perform a high-risk action with a device or source we do not recognize, link an external account, or make changes to your username, password, email address, or physical and mailing address, we will send a temporary identification code to a mobile device via text message or push notification, or email address belonging to you, or a joint member. Verification of the identification code is required prior to us acting on your instructions. This code must NOT be shared with anyone under any circumstances, including Mission Fed support staff. Mission Fed will never ask you for this code.
5. **HARDWARE AND SOFTWARE REQUIREMENTS** – To access the Services, you must have access to the following: (i) a computer or other device capable of connecting to the Internet or downloading the Mission Fed Mobile Banking application; (ii) the current version of an internet browser that we support; (iii) the current version of a program that reads and displays PDF files (e.g., Adobe Acrobat Reader); and (iv) an operating system capable of supporting all of the above. You must also have a current and valid email address on file with Mission Fed. For a list of our specific requirements, please visit <https://missionfed.com/systemrequirements>.
6. **TRANSACTIONS** – Subject to system availability, you may initiate transactions at any time seven (7) days a week, twenty-four (24) hours a day. Please note that business days are Monday through Friday excluding holidays.
7. **TRANSFERS AND LIMITATIONS** – You can make transfers from your share savings, money market, and checking accounts as well as your line of credit and credit card loan accounts. For more information, please view our Transfer Service Agreement within the Mobile or Online Banking portal.
8. **FEES** – Currently, there is no charge to use the Services. 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. Mission Fed reserves the right to charge for Services. You will be given notice, in accordance with applicable law, before Mission Fed implements fees related to the Services.
9. **CANCELLATION OF SERVICES** – You may cancel Services by writing to Mission Fed, Contact Center, P.O. Box 919023, San Diego, CA 92191, sending a secure message through Mission Fed Mobile or Online Banking, telephoning us at 858.524.2850 or 800.500.6328 or visiting any branch. Please note that it takes up to 10 (ten) business days to process a cancellation request. Cancellation will not affect your liability or

obligations under these Agreements and Disclosures for transactions already processed on your behalf.

10. **TERMINATION OF SERVICES** – We may terminate your use of the Services, in whole or in part, for any reason at any time without prior notice. Your access may, for example, be terminated if any of your accounts are closed or access to any of your accounts is restricted, for any reason. We reserve the right to discontinue your enrollment in the Services after 6 months of inactivity. Termination will not affect your liability or obligations under these Agreements and Disclosures for transactions already processed on your behalf.
11. **LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS** – If Mission Fed does not complete a transaction on time or in the correct amount according to our Agreement with you, we may be liable for your losses and damages, however, there are some exceptions. We will not be liable for incomplete transactions under the following circumstances, including, but not limited to: through no fault of Mission Fed you do not have available funds in your account to make the transfer; if the funds in your account are subject to legal process, dispute, or other encumbrance restricting the transfer; if the account is subject to a pledge or security agreement; if there is a malfunction in a Service system or your communication with a Service; if any loan on your account is more than 60 days delinquent; and, if circumstances beyond Mission Fed’s control, such as fire, flood, or power failure prevent transaction completion.
12. **LIMITATION OF LIABILITY** – Except as otherwise provided in these Agreements and Disclosures or by law, you hereby expressly release and discharge us so that we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, economic or otherwise, caused by the Services or your use of the Services. We are not responsible for any products or services relating to your access device, other than those specified in these Agreements and Disclosures. Without limiting the generality of the foregoing, we are not responsible for any loss, damage or injury resulting from (a) an interruption in electrical power, telephone or Internet service; (b) the disconnection of your telephone or Internet service by your service provider (c) deficiencies in communication quality; or (d) any defect or malfunction of equipment you use to access Services.
13. **NOTICE OF YOUR RIGHTS AND LIABILITIES** – Notify us immediately if you believe your password has been lost or stolen. Telephoning us is the best way to keep potential losses to a minimum. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from any of your accounts without your permission, contact us by telephone at 858.524.2850 or 800.500.6328, in writing to Mission Fed, Contact Center, P.O. Box 919023, San Diego, CA 92191, or visiting any branch. If you tell us within two (2) business days after you discover that your password has been lost or stolen, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn

of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows payments or transfers that you did not make or authorize, contact us immediately. If you do not tell us within sixty (60) days after the FIRST statement where the problem or error appeared 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 a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the time periods. For more information, please refer to the Electronic Funds Transfer Agreement within the Truth in Savings Act Disclosure and Agreement (www.missionfed.com/disclosures).

14. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** – We will disclose information to third parties about any of your accounts or the payments or transfers you make: if we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds; where it is necessary for completing a transfer; in order to verify the existence and condition of any of your accounts for a third party, such as a credit bureau or merchant; in order to comply with a government agency or court orders; in accordance with our privacy policy; or, if you give us your permission.
15. **FUNDS AVAILABILITY** – For purposes of deposits made using the Services, please refer to the Funds Availability Policy in the Truth in Savings Act Disclosure for additional information. <https://www.missionfed.com/disclosures>.
16. **NEW FEATURES** – From time to time, we may introduce new features to the Services or modify or remove existing features. By using the Services after such feature updates, you are agreeing to the terms and conditions concerning these features.
17. **ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION** – You understand and agree to indemnify Mission Fed and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement and Disclosure. I understand and agree that this paragraph shall survive the termination of this Agreement.
18. **WARRANTIES** – I UNDERSTAND THAT MISSION FED DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MISSION FED IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR MISSION FED'S USE OF ANY OF THEM OR ARISING IN ANY WAY

FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

19. **ACCESS TO MOBILE BANKING** – Depending on your mobile device, you may also have the option to use a biometric feature (such as a fingerprint or Face ID) to authenticate your identity and gain access to Mobile Banking. If you choose to activate a biometric feature, it is your responsibility to control access to Mobile Banking just as you would with your username and password. You acknowledge that any person who has a biometric feature stored in your device may be able to access Mobile Banking.
20. **MOBILE DEPOSIT** – If you choose to deposit checks via Mobile Banking, you authorize Mission Fed to remotely deposit paper checks through the Mission Fed mobile banking application to your account by electronically transmitting digital images of paper checks. We will review check images for clarity and acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image. You are responsible for any information that you transmit to Mission Fed, and we are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or by clearing the item as an image. We reserve the right to accept or reject any item for remote deposit into your Account(s). Any amounts credited to your Account(s) are provisionally credited. By using mobile deposit, you agree to indemnify us against any loss we suffer due to our acceptance of remotely deposited checks. We may remove or limit access to mobile deposit at our discretion.
- a. **BUSINESS ACCOUNTS** – Business accounts are not eligible for this Service, with the exception of sole proprietorship accounts.
 - b. **CHECK REQUIREMENTS** – Any image of a check transmitted to you must be legible and accurately reflect the information on the check. Checks should be submitted with the following endorsement: “For Mission Fed Mobile Deposit”. If the electronic file or image does not comply with our requirements for content and/or format, we may reject the item for deposit into your account.
 - c. **RETURNED/REJECTED ITEMS** – We are not liable for any service or late charge that you may incur due to our rejection of any item. You are responsible for any loss or overdraft plus any applicable fees that you incur. If an item is dishonored, you authorize us to debit the amount of such item and any applicable fees from your Account.
 - d. **STORAGE OF ORIGINAL CHECKS** – You must retain and securely store each original check deposited for 45 days after deposit and then destroy the check. You are responsible for any loss caused by a failure to secure and properly destroy check.

- e. **LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT** – You understand and agree that you cannot exceed the frequency and dollar amount limitations of mobile deposits that are established by Mission Fed. The maximum amount that you may deposit via Mobile Banking is \$5,000/day. At our sole discretion, we may allow transactions exceeding these limits or decrease your mobile deposit limit without advance notice to you.
- f. **UNACCEPTABLE DEPOSITS** – You understand and agree that you are not permitted to use Mobile Deposit to transmit the following:
 - i. any item that is stamped with a “non-negotiable” watermark;
 - ii. any item drawn on the account the item is being deposited to;
 - iii. any item that is altered, incomplete or “post-dated”;
 - iv. any item issued by a financial institution in a foreign country;
 - v. savings bonds;
 - vi. any third-party check, item(s) made payable to someone other than yourself and/or other authorized signers on the account; and
 - vii. any item with a restrictive endorsement.

21. **ACCOUNTHOLDER’S WARRANTIES** – By using the Service, you make the following warranties and representations with respect to each image of an original check that you transmit via the Service:

- a) each image of a check that you transmit accurately reflects all of the information on the front and back of the original check;
- b) the information that you transmit to us includes complete and accurate MICR-line information;
- c) you will not re-deposit items previously submitted through Mobile Deposit unless we advise you otherwise;
- d) you will not deposit or otherwise endorse to a third party the original item (the original check), and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid);
- e) other than the digital image of an original check that you remotely deposit, there are no other duplicate images of the original check;
- f) you have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check;
- g) you are authorized to enforce each item transmitted or authorized to obtain payment of each item on behalf of a person entitled to enforce such a transmitted item;
- h) you have possession of each original check deposited using the Service and no party will submit the original check for payment;

- i) files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems; and
- j) you will not (1) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (2) copy or reproduce all or any part of the technology or Service; or (3) interfere, or attempt to interfere, with the technology or Service.