

This Agreement covers your and our rights and responsibilities concerning your Online and Mobile: Banking, Bill Pay, Deposit, Pay Anyone, Account Aggregation, and eStatement services (“Services”) offered to you by Sound Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign an application or authorization to use an electronic funds transfer service and any authorized users. The words “we,” “us,” and “our” mean the Credit Union. By signing an Account Card, providing your acceptance of Electronic Banking services, or using Online Banking or Mobile Banking, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through any electronic channel including, but not limited to, Online and Mobile services, involving your accounts at the Credit Union. If the account accessed by the EFT service is held by a business member or the services used for business purposes it is considered a business account in this Agreement.

1. ONLINE BANKING SERVICE TERMS AND CONDITIONS.

a. Service Access. Your accounts can be accessed through the Online Banking service via personal computer and a web browser (such as Firefox® or Internet Explorer®). An Online ID and Password will be assigned to you to access your accounts. The online address for accessing the Online Banking service is www.soundcu.com. You are responsible for the installation, maintenance and operation of your computer. The Online Banking service is available seven (7) days a week, twenty-four (24) hours a day, except during scheduled maintenance periods. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, or your computer.

b. Transactions. At the present time, you may use the Online Banking service to:

- Transfer funds between your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts to a loan account.
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Transfer funds to another Sound member’s account.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information on your loan account including payment amounts, due dates, interest charges, and balance and payoff information.
- Request a stop payment.
- Open and fund a Club and/or Certificate account.
- Communicate with the Credit Union using secure messaging.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan or line of credit account will be subject to your Loan Agreement and Disclosures as applicable.

c. Service Limitations. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a Savings account to other accounts to six (6) per month. Transfers and withdrawals made through Online Banking count toward this total. There is no limit to the number of inquiries you may make in any one day.

2. MOBILE BANKING SERVICE TERMS AND CONDITIONS.

a. Service Access. Mobile Banking is a personal financial information management service that allows you to access account information and make transactions as set forth below using compatible and supported mobile phones and/or other compatible and supported wireless devices (“Mobile Device”). If we approve the Mobile Banking service, a password will be assigned to you. You must use your password or other means of account access (i.e. fingerprint authentication, etc.) with your login to access your accounts. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. We reserve the right to modify the scope of the Mobile Banking service at any time. A list of services which you may be able to access through Mobile Banking is available at soundcu.com. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking and Bill Pay services may be accessible through the Mobile Banking service.

b. Use of Services. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the instructions provided. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the

event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.

c. Transactions. At the present time, you may use the Mobile Banking service to:

- Transfer funds between your savings, checking, and money market accounts.
- Transfer from your savings, checking, and money market accounts to a loan account.
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information on your loan account including payment amounts, due dates, interest charges, and balance.
- Make bill payments from your checking account using the Bill Pay service.
- Communicate with the Credit Union.

d. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

e. Mobile Banking Software License. You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software application on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software application to that new or different Mobile Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software application from your Mobile Device; or (iii) our written notice to you at anytime with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Mobile Device.

f. Your Obligations. When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following requirements:

Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software application (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation, including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising; (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

g. Mobile Banking Service Limitations. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

3. BILL PAY SERVICE TERMS AND CONDITIONS.

- a. Service Access.** You may access the Bill Pay service through the Online and Mobile Banking services set forth above. The Bill Pay service allows you to pay bills from a designated account to payees that you designate subject to the requirements set forth below.
- b. Bill Pay Transactions.** When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account. We reserve the right to not allow the designation of a particular merchant or institution. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment using any available overdraft protection balance you have established. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.
- c. Scheduling Bill Payments.** When scheduling a bill payment, note the difference between the "Process Date" and the "Estimated Arrival Date." The "Process Date" is the date we will attempt to deduct the payment amount from your designated account. If an attempted deduction fails because you did not have enough funds in your designated account, the payment will be canceled; no second attempt will be made. We will send you an email indicating this situation. If you schedule a payment with the "Process Date" as the current date, you must do so by 12:00 pm PST and have adequate funds in your account at the time the payment is scheduled. If you schedule a payment with the "Process Date" in the future, there must be adequate funds in your account when we attempt the deduction. The "Estimated Arrival Date" is the estimated date the payee will receive the payment. The "Estimated Arrival Date" for your payment should be no later than the due date the payee has indicated for the payment.
- d. Processing Payments.** Bill payments are delivered to the payee either electronically, which may take up to three (3) business days from the "Process Date," or by check to those payees not set up to accept electronic payments, which may take up to seven (7) business days from the "Process Date." It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. Electronic payments will be deducted from your account on the "Process Date." Payments made by check will initiate on the "Process Date" and will clear your account after processing by the payee.
- e. Prohibited Payees.** Payments to the following payees are prohibited:
- Payees having an address outside of the United States (except for APO)
 - Any person or organization listed on the Office of Foreign Assets Control's Specially Designated Nationals list

If a payment to a prohibited payee is inadvertently processed, we reserve the right to not process a payment to that payee in the future.

Although not prohibited, the following payments are discouraged, but may be scheduled at your own risk:

- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax payments to the Internal Revenue Service or any state or other government agency
- Payments to collection agencies

f. Canceling Bill Payments. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel an outstanding bill payment at any time through the Bill Pay service. Bill payments are considered outstanding until the "Process Date." You can cancel a "Recurring" transaction by verbal or written notice no later than three (3) business days before the "Process Date" of the transaction by contacting the Credit Union at the address or phone number listed at the end of this Agreement. If you call, we may also require you to put your request in writing and provide it to us within fourteen (14) days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

g. Email Notifications. It is important to keep a current email address on file with us, as we use this to communicate important security events about your account to you such as: Password changes, User ID changes, email address changes (sent to old and new addresses), and adding new payees.

4. MOBILE AND ONLINE DEPOSIT SERVICE TERMS AND CONDITIONS.

a. Mobile & Online Deposit Services. Mobile Deposit service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported Mobile Devices. Online Deposit service allows you to make deposits to your accounts using a scanner, your computer and web browser to send the deposit information to the Credit Union. Upon approval, for deposit services you may scan checks or drafts ("items") with an image capture device ("Scanner")

creating an electronic image and transmitting an electronic file of such electronic images that the Credit Union will deposit to your account. The Credit Union's processing agent shall perform an image quality assessment of scanned checks or items and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by the Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear items. You must designate a Credit Union account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with a Deposit service. The Credit Union shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service.

b. Your Responsibility for Deposit Services.

Funds Availability. Holds on deposited items are set forth in the Credit Union's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a Deposit service are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the imaging and transmitting of checks does not constitute receipt by Credit Union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or item does not contain errors or that funds will be available.

Deposit Acceptance. You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you by a Deposit service. In the event that a Deposit service is interrupted or is otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

Responsibility for Scanning/Photographing. You are solely responsible for scanning/photographing deposit items, accessing the service from the Credit Union, and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with the service. The Credit Union shall not be responsible for providing or servicing any scanning equipment or mobile device of yours.

Deposit Requirements. You agree that you will only use a Deposit service to deposit checks drawn on financial institutions within the United States. You must deposit checks not falling within this requirement in person, using a night drop facility or by U.S. Mail. You agree that each check you submit for deposit through a Deposit service will meet the image quality standards established in American National Standards Institute's standard X9.37.

Check Retention & Destruction. You understand and agree that all deposit items belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by the Credit Union of any transmission by you of imaged items for deposit to your account, the Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via a Deposit service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (a) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Deposit service) and (b) unauthorized use of information derived from the original checks. When you destroy and dispose of the original items pursuant to the requirements of this Agreement, you understand and agree that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)

Financial Responsibility. You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you may give to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union and for your failure to supply accurate input information.

Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established (exclusive of weekends and applicable holidays) after receipt of the applicable detail report from the Credit Union. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

c. Conditions & Limitations of Deposit Service.

Presentment Prohibitions. You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (a) any Substitute Check that has already been presented for deposit via the Deposit service or (b) any original check, the Substitute Check of which has already been presented for deposit via the Deposit service. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other deposit accounts with the Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

Your Representations and Warranties. You represent and warrant: (a) that you will comply with all federal and state laws, and rules and regulations applicable to Deposit transactions, including those of the National Automated Clearing House for ACH transactions; (b) that all checks scanned or photographed are made payable to you; (c) that all signatures on each check are authentic and authorized; and (d) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

d. Credit Union's Obligations.

Financial Data. We will transmit all the financial data under our control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. We shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to you, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care. We will retain any substitute checks we generate for seven (7) years.

Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any account with Credit Union, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by the payor bank.

Warranties & Disclaimer of Warranties. By using the Deposit service you are converting an original check to a substitute check. Therefore, you understand and agree that it is responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. The Credit Union and its agents may, but shall have no obligation to, screen items or Substitute Checks for legal compliance. You agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

5. PAY ANYONE SERVICE TERMS AND CONDITIONS.

a. Service Access. You may access the Pay Anyone service through the Mobile Banking service set forth above. Pay Anyone allows you to send money from an eligible account to an outside email or cell phone number through the PayPal® network. The Credit Union will, at its sole discretion, authorize the use of Pay Anyone and may at its sole discretion disallow the use of Pay Anyone from any credit union member. The Pay Anyone service is offered through PayPal, our third party service provider. Sending money does not require you to have a PayPal account, but the following rules do apply regarding PayPal's role in

processing Pay Anyone transactions that use the PayPal network.

b. PayPal's Relationship with You. PayPal is a payment service provider, helping you make payments to third parties. PayPal is an independent contractor for all purposes, except that PayPal acts as your agent with respect to the custody of your funds only. PayPal does not have control of, or liability for, the products or services that are paid for with the Pay Anyone service. PayPal does not guarantee the identity of any recipient or ensure that a recipient will complete a transaction.

c. Pay Anyone Transfers. When a Pay Anyone transaction is made, funds are immediately transferred from your account and are credited to PayPal to provide funds to the recipient. You agree that such requests constitute your authorization to us and PayPal to make the transfers. Once you have provided your authorization for the transfer, you may not be able to cancel the electronic transfer. If a pending payment is suspended or cancelled, you understand that any credit back to your account will not be immediate and may take up to 10 business days. When you transfer money through the Pay Anyone service, the recipient is not required to accept it. You agree that you will not hold PayPal or the Credit Union liable for any damages resulting from a recipient's decision not to accept a payment made through the service. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your account after 30 days of the date you initiate payment.

d. Service Limitations. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a Savings account to other accounts to six (6) per month. Pay Anyone transfers count toward this total.

6. ACCOUNT AGGREGATION.

a. Description of Service. The Account Aggregation service allows you to access and collect the account information of your accounts at other financial institutions within the Online Banking service. The Account Aggregation service is offered through our third party service provider, who acts on behalf of the Credit Union.

b. Terms of Service.

Authorization to Access Third Party Accounts. You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Third Party Accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize and permit us access to your Third Party Accounts and information. You hereby expressly authorize and permit us to use information submitted by you including account passwords and user names to access your Third Party Accounts to provide the Service. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Credit Union and your use of the Service. You acknowledge and agree that when we access and retrieve information from the third party accounts, we and our service provider are acting as your agent, and not as the agent of or on behalf of the third party.

Credit Union Responsibilities. We will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. You agree that the Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (a) access to the third party accounts by us or our service provider; (b) our retrieval of or inability to retrieve information from the third party accounts; (c) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third party accounts and (d) any charges imposed by the provider of any third party account.

Your Responsibilities. You agree you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree you will not use the Service in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Service is provided "as-is." We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data.

Discontinuing Service. You must notify us if you wish to discontinue using Account Aggregation; you may send us an email or call us as provided in this Agreement. We reserve the right to discontinue the Service at any time if you fail to follow the terms of service.

7. ESTATEMENT SERVICE TERMS AND CONDITIONS.

a. Description of Service. You can elect to view your periodic statements online via eStatements accessed through Online Banking. By electing to receive eStatements, you will stop receiving paper statements by mail.

b. Terms of Service.

Right to Receive Paper Statements. Once you enroll in this voluntary service, a paper statement will no longer be sent to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statement(s). To request a copy of your periodic statement(s), call us at 253.383.2016 or 800.562.8130, or write to Sound Credit Union, PO Box 1595, Tacoma, WA 98401. A statement copy fee may apply as stated in the Credit Union's Rate and Fee Schedule.

Notification of Statement Availability. Your email address is required to participate in the eStatement service. We will send you an email notification at your last email address of record when your online statement(s) becomes available. We recommend that you review your statement(s) as soon as possible and further recommend that you print or save a copy for your records. It is your responsibility to examine each eStatement and report any irregularities or disputes within 60 days of notification of statement availability. Your online statements will remain accessible in Online Banking at least twelve (12) months. You agree to accept responsibility for notifying us if your email address changes. If we send you an email notification and it is returned to us as undeliverable the Credit Union is under no obligation to attempt any redelivery of the email. If you do not provide us with an updated email address, you may continue to access your eStatements through Online Banking. However, we reserve the right to terminate your eStatement service.

System Requirements. It is your responsibility to maintain the proper equipment/software required to view, print, and save eStatements. At a minimum, you must have and maintain a personal computer, access to the Internet, a web browser (such as Firefox® or Internet Explorer®), and Adobe Acrobat Reader 6.0.

Your Right to Withdraw Consent. You have the right to withdraw your consent to receive your statements in electronic form at any time by contacting the Credit Union. If you elect to withdraw your consent there is currently no cost to you and your participation in the service will be terminated. If you receive your statement electronically and you request a paper copy you may be charged a fee per the current Rate and Fee Schedule for each paper statement provided.

8. ALERTS. You can elect to receive Alerts through the Online Banking service. Alerts are emails or text messages sent to you to notify you of certain transactions or events happening on your account. Each Alert can be sent via email and/or text message. Depending on the rate plan with your mobile phone service provider you may incur standard text messaging charges. You can change or cancel an Alert anytime through Online Banking. It is your responsibility to ensure that your email address or mobile phone number is correct in the Online Banking system. Should you decide to change your email address, mobile phone number, or mobile provider, it is your responsibility to make the necessary changes by clicking on the Alerts 'Settings' link. Due to various issues that can arise throughout the Internet (ISP outages, incorrectly set up email accounts, spam filters, etc.), the Credit Union does not guarantee the delivery of your Alerts. Do not reply directly to the Alert notifications that you receive. If you have questions pertaining to a specific Alert you have received you can send us a secure message through Online Banking or call a Contact Center Representative at the number listed at the end of this Agreement.

9. ELECTRONIC FUNDS TRANSFER (EFT) SERVICES CONDITIONS. The use of your Account and EFT services are subject to the following conditions:

a. Security of Password/Access Code. Any password, access code, PIN, or other means of access (i.e. fingerprint authentication, etc.) ("Password") that you select is for your security purposes. The Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your Password, you understand that person may use the Online Banking or Mobile Banking service to review all of your account information and make account transactions. Also, you are responsible for all bill payments, transfers or other transactions you authorize using Online or Mobile Banking. If you permit other persons to use your Password, personal computer, Mobile Device or other means to access Online or Mobile Banking, you are responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. For anyone you authorize to use your Password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Password is changed. If you fail to maintain or change the security of your Password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

b. Joint Accounts. If any of the accounts that you register under the Online Banking, Bill Pay or Mobile Banking service is a joint account, you represent that your joint accountholder has consented for you to use that account with any Service. We will end your use of any Service if any joint accountholder notifies us that (i) they never consented to your use of the Service, (ii) the

joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

c. Illegal Use or Internet Gambling. You may not use the Online or Mobile Banking services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of a Service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We have restricted all online gambling transactions by use of an electronic funds transfer service.

10. MEMBER LIABILITY.

a. Authorized Transactions. You are solely responsible for all transfers you authorize using any Services under this Agreement. If you permit other persons to use any Electronic Banking service, Password, PIN or any other means of access, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, are considered authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.

b. Notification to Credit Union. Tell us at once if you believe anyone has used your account, PIN or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you believe your Account, Password, PIN or any other means of access has been compromised or that someone has transferred or may transfer money from your account without your permission, call 253.383.2016 or 800.562.8130 during business hours; contact us electronically by sending us a secure message through the Online Banking service; email info@soundcu.com; or write to Sound Credit Union, PO Box 1595, Tacoma, WA 98401.

c. Business Accounts. For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.

d. Consumer Accounts. If you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account 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 EFT service, 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 EFT transfers that you did not make including made by a PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable up to the full amount of the loss 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.

11. BUSINESS DAYS. Our business days are Monday through Friday. Holidays are not included.

12. FEES AND CHARGES. There are no Credit Union charges for the EFT Services except as set forth in this Agreement and the Fee Schedule. Your normal account charges will continue to apply as set forth on the Fee Schedule. You authorize us to automatically charge your account for all such fees incurred under this Agreement. In the future, we may add to or enhance the Service features and by using such added or enhanced features, you agree to pay any applicable fees.

13. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.

a. Periodic Statements. Transfers, withdrawals, and purchases transacted through an Online Banking or Mobile Banking service or with a participating merchant will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic 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 request that your statement be provided electronically.

b. Online and Mobile Banking Services. Transaction history is also available through the Online and Mobile Banking services.

14. ACCOUNT INFORMATION DISCLOSURE. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at www.soundcu.com. However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- a.** As necessary to complete transfers.
- b.** To verify the existence of sufficient funds to cover specific transactions upon the request of a third party merchant.
- c.** To comply with government agency or court orders.
- d.** If you give us your express permission.

- 15. 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, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error, and in no case will we be liable for any indirect, special or incidental damages. However, there are some exceptions. We will not be liable for instance:
- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, the transfer would go over the credit limit on your line of credit, if applicable, or if the funds in your account are subject to an administrative hold, legal process or other claim.
 - b. If you used the wrong PIN or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and/or bill payment transactions.
 - c. If your computer or mobile device fails or malfunctions or the Mobile Banking or Online Banking services were not properly working and such problem should have been apparent when you attempted such transaction.
 - d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
 - e. In the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.
 - f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
 - g. If there are other exceptions as established by the Credit Union.
 - h. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
 - i. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.

- 16. TERMINATION OF ELECTRONIC FUNDS TRANSFER (EFT) SERVICES.** You agree that we may terminate this Agreement and your use of your EFT services immediately if:
- a. You or any authorized user of your Password breach this or any other agreement with us,
 - b. We have reason to believe that there has been an unauthorized use of your Password, or
 - c. There has been no log-in activity in at least 12 months.

You may terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

- 17. AMENDMENT AND NOTICES.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with notice at least twenty-one (21) days before the effective date of any change, as required by law.
- 18. EFT BILLING ERRORS FOR CONSUMER ACCOUNTS.** The following billing error rights apply to consumer accounts, but not business accounts. In case of errors or questions about your EFT Service transactions, other than transfers from a line of credit, telephone us at the phone numbers or write us at the address set forth at the end of this Agreement 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.
 - b. Describe the transfer 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 verbally, 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 will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

- 19. ENFORCEMENT.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that

the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union 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 state of Washington 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 Washington 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 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.

20. CONTACT INFORMATION.

Phone: 253.383.2016 or 800.562.8130

Email: info@soundcu.com

Mail: Sound Credit Union, PO Box 1595, Tacoma, WA 98401