ALTURA FEDERAL CREDIT UNION

BUSINESS ONLINE SERVICE AGREEMENT AND DISCLOSURE

- PLEASE READ ENTIRE DOCUMENT - AT END OF THIS DOCUMENT, CLICK "ACCEPT" OR "DECLINE"

- KEEP A COPY FOR YOUR RECORDS

- THIS DISCLOSURE ENCOMPASSES THE TERMS AND CONDITIONS FOR ONLINE BANKING, MOBILE BANKING AND WEB BILL PAY

I. Introduction

This Business Online Banking Registration Disclosure explains the terms and conditions that apply when a business enrolls in Altura Federal Credit Union's (Altura) Business Online Banking platform. By submitting a registration request or accessing Business Online Banking, the business acknowledges and agrees to the conditions described in this Disclosure as well as the Business Account Agreement, the Cash Management Master Agreement (if applicable), the Electronic Funds Transfer Agreement, the Fee Schedule, and any additional documents governing specific online services. Business Online Banking is intended solely for business and commercial purposes and does not provide consumer protections under Regulation E.

II. Eligibility for Business Online Banking

To register for Business Online Banking, the business must maintain an active business membership with Altura Credit Union and provide accurate, current information about the business entity, its ownership, and the individuals authorized to access online services. Altura may require supporting documentation to verify authority or evaluate risk, and may approve, deny, or limit Business Online Banking access based on internal policies and regulatory requirements.

III. Administrator and User Responsibilities

During registration, the business must designate an Administrator who has full authority to manage user access. The Administrator is responsible for assigning and updating user roles, approving permissions, removing access when necessary, and serving as the primary point of contact with Altura. The business acknowledges that Altura may rely on all decisions, authorizations, and instructions made by the Administrator as if they were issued directly by the business. Any transaction initiated by the Administrator or any authorized user, or using valid credentials issued to them, shall be deemed authorized and binding on the business, whether or not such transaction was within the scope of the user's authority.

The business is responsible for ensuring that users granted access are properly authorized, adequately trained, and supervised. The business agrees to notify Altura immediately when employment roles change, when a user leaves the organization, or whenever access should be modified or removed. The business assumes all risks associated with the acts or omissions of its employees, agents, contractors, and authorized users, including fraudulent or unauthorized transactions initiated by such persons. If the business provides its credentials to any third-party service provider, the business acknowledges and agrees that it assumes all risks associated with such access and agrees that such third party will be deemed its agent.

IV. Required Registration Information

As part of the registration process, the business must provide sufficient information to establish identity, authority, and eligibility for Business Online Banking. This may include business formation documents, resolutions, ownership records, tax identification information, contact information, and identification for individuals authorized to act on behalf of the business. The business agrees to keep this information updated and to notify Altura of any changes that may affect access or authorization.

V. User Access and Authentication

Once registration is approved, Altura will issue or enable access credentials for the Administrator and authorized users. These credentials may include a username, password, multi-factor authentication requirements, device registration processes, or other forms of identity verification. The business is responsible for safeguarding all credentials, ensuring they are not shared or stored insecurely, and limiting access to properly authorized individuals. Any activity performed using valid credentials will be presumed to be authorized by the business.

VI. Security Procedures and Business Responsibilities

Altura Credit Union employs commercially reasonable security procedures to authenticate users and protect Business Online Banking transactions. The business agrees that these security procedures are commercially reasonable and agrees to be bound by any payment order or transaction, whether or not authorized, that is accepted by Altura in good faith and in compliance with such security procedures. By registering for Business Online Banking, the business acknowledges the adequacy of these procedures under California law, UCC Article 4A, and applicable regulations. The business agrees to implement strong internal controls, including the use of secure devices, updated operating systems, anti-malware protection, firewall safeguards, encrypted connections, and other cybersecurity measures. The business represents that its systems are free from malware and that it maintains commercially reasonable security controls. Altura shall not be liable for any loss resulting from a compromise of the business's systems, devices, or credentials.

The business further agrees to monitor its accounts daily, review all Business Online Banking activity, and report any suspicious or unauthorized activity to Altura immediately. The business accepts responsibility for losses resulting from inadequate internal controls, misuse of access credentials, or delayed reporting of unauthorized activity. The business's failure to review account activity daily and promptly report discrepancies shall be deemed a failure to exercise ordinary care and may preclude recovery of any losses.

Payment orders, ACH entries, and other funds transfers initiated through Business Online Banking are final and may not be canceled or amended once submitted and accepted for processing, except as otherwise required by applicable law or system rules.

VII. Available Business Online Banking Features

Business Online Banking may provide access to account information, transaction history, internal transfers, loan and credit card payments, E-Statements, stop payment requests, secure messaging, and other services available to business members. Additional features such as ACH origination, wire transfers, Remote Deposit Capture, Positive Pay, and Cash Management tools require separate enrollment and additional agreements. Access to any feature may be limited based on risk, regulatory considerations, or system permissions assigned by the Administrator.

VIII. Limitations and System Availability

System availability may be affected by maintenance, technical issues, outages, or security conditions. Altura may restrict or suspend access at any time when required for fraud prevention, legal compliance, or operational concerns. Altura may also limit transaction amounts, transfer capabilities, or the number of users who may access the system, depending on risk assessments or internal policy requirements.

Transactions are subject to applicable cut-off times established by Altura. Transactions submitted after a cut-off time will be processed on the next business day.

IX. Fees and Charges

Registration for basic Business Online Banking may be provided at no cost; however, fees may apply for specific services enabled within the Business Online Banking platform. These may include wire transfers, ACH origination, Remote Deposit Capture, Positive Pay, research requests, stop payments, and other specialized treasury services. All fees are disclosed in the Altura Business Fee Schedule, which may be updated from time to time.

X. Error Resolution and Reporting Requirements

Business accounts are not protected by the error resolution provisions applicable to consumer accounts under Regulation E. The business must examine account activity daily and promptly report any errors, unauthorized transactions, or irregularities. Written notice of any such issue must be provided to Altura within fourteen calendar days from the date the account statement is made available, regardless of when the business actually reviews the statement. Failure to report issues within this timeframe may result in the business assuming full financial responsibility for the unauthorized or erroneous activity.

XI. Changes to Access and Account Information

The business is responsible for notifying Altura of any changes that impact Business Online Banking access, including changes in ownership, business structure, the Administrator role, or authorized users. Altura is not responsible for unauthorized activity resulting from the business's failure to update access or authorization information in a timely manner.

XII. Termination of Access

Either the business or Altura may terminate Business Online Banking access at any time. Altura may terminate or suspend access without prior notice if it identifies unauthorized activity, heightened risk, incomplete documentation, non-compliance with Altura policies, regulatory concerns, or suspected fraud. Termination does not relieve the business of any outstanding financial obligations or fees.

XIII. Limitation of Liability

To the fullest extent permitted by law, Altura shall not be liable for indirect, incidental, or consequential damages, except to the extent resulting from Altura's gross negligence or willful misconduct.

XIV. Governing Law

This Disclosure is governed by the laws of the State of California, Altura Credit Union policies, NACHA Operating Rules, Regulation J, Regulation CC, UCC Articles 3, 4, and 4A, OFAC regulations, and all applicable federal laws. These laws and regulations govern the business’s rights and responsibilities when using Altura’s Business Online Banking services.

XI. Acceptance of Terms

By completing the registration process or accessing Business Online Banking, the business certifies that it is authorized to act on behalf of the entity, has reviewed and understands this Disclosure, and agrees to comply with all conditions, requirements, and responsibilities described herein.

The business agrees not to use Business Online Banking to conduct transactions in violation of applicable laws and regulations, including, but not limited to U.S. sanctions administered by the Office of Foreign Assets Control.

By registering, the business consents to receive disclosures electronically in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN), as further described in the Online Banking Agreement.

BUSINESS ONLINE SERVICE AGREEMENT AND DISCLOSURE

I. TERMS AND CONDITIONS AGREEMENT

Altura Federal Credit Union maintains Online Banking Services as a service to our members. This Online Service Agreement and Disclosure (“Agreement”) governs Altura Federal Credit Union business online banking service (“Online Services” or the “Site”) and mobile banking service (“Online Services” or “Mobile App”), whether accessed through a computer or a mobile communications device. Please read this Agreement carefully. We recommend that you print a copy of this Agreement and retain it for your records.

For the purposes of this Agreement, the terms “you,” “your,” and “yours” refers to the person who registers for or uses the Online Services. The terms “we,” “us,” “our,” “Credit Union” and “Altura” mean Altura Federal Credit Union and any agent, independent contractor, designee, or assignee the Credit Union may, at our sole discretion, involve in the provision of the Online Services. “Account” means any one or more share or loan accounts you have with the Credit Union. “Services” means any online services used by you in connection with this Agreement. “Communication” means any member agreements or amendments thereto, monthly (or other periodic) billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service, Account(s) or your membership, including but not limited to information that we are required by law to provide to you in writing.

By accessing Online Services or allowing another to access your account(s) or using any services, including new services when they become available, you agree to comply with the terms in this Agreement. All transactions effected by use of Online Services and Bill Payment Services which would otherwise require your "wet" signature, or other authorization, shall be valid and effective as if "wet" signed by you when accomplished by use of the password or as otherwise authorized under this Agreement.

We may change the terms and conditions of this Agreement at any time. For example, we may amend, modify, add to, or delete from this Agreement from time to time. We may change this Agreement by electronically delivering through Online Services with a notice explaining the change or changes and we will update this Agreement on our website. However, if the change results in: (1) increased or new fees or charges; (2) increased liability for you; (3) fewer types of available Online Services; or (4) stricter limitations on the frequency or dollar amounts of transfers, then, unless the change must be made immediately for security reasons, at least thirty (30) days before the effective date of the change we will either electronically send you a notice or mail a written notice to you to the last address we have for you in our records. You must promptly notify us of any change in your e-mail or postal address by calling (888) 883-7228 during business hours, visiting any Altura Credit Union branch, web form through the Site www.alturacu.com, or writing us at P.O Box 908, Riverside, CA 92502-0908. By continuing to use Online Services after we send you notice of any change, you agree to the change. Further, we may, from time to time, revise or update the programs, services, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material(s) and limit access to our more recent versions and updates.

In connection with your use of Online Services, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the Site or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through the Site or Mobile App, you will be subject to, and/or required to agree to, separate user agreements, member agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, “Additional Agreements”), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings, share, money market, or other deposit accounts, loan, lines of credit and credit card accounts, and any other accounts that you may view, modify or otherwise access while using the Site or Mobile App; Membership and Account

Agreement, Share Rates and Schedule of Fee, Funds Availability Policy, and any amendments to those documents.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to Online Services, this Agreement controls, provided that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

II. ONLINE SERVICES

This Agreement governs electronic access to the Site, access to services through your mobile communication device ("Mobile Banking"), and any additional online services that the Credit Union currently offers or may offer in the future. We have the right, from time to time, to introduce, remove or replace services on this site without notice. Online Services and Bill Payment Services allow access to your accounts through the use of a personal computer or remote computer terminal, communications software, a modem and your Electronic Access PIN described below.

Through Online Banking, you may review account balances and transaction history, transfer funds between Altura accounts, transfer funds to other Altura members, submit loan applications, apply for new accounts or membership, request stop payments on checks you have written, pay bills through a third-party bill payment service, update your personal contact information, communicate securely with Altura, and manage alerts for balances and transactions. Additional features may become available as Altura enhances its digital services.

1. Make transfers between your accounts.
2. Make transfers to accounts at other institutions and accounts of other Altura Credit Union members.
3. Make account inquiries.
4. Transfers from your Savings Account or Checking Account to make Credit Union loan payments.
5. Advances on your Personal Line of Credit or Credit Card Account made by transfer.
6. Print copy of statement/account history.
7. Change your address on your account.
8. View copies of cleared check(s).

9. Access Bill Payment Services.
10. Access E-statement Services.
11. Stop Payments

You represent all information you provide to us in connection with the Online Services and your account(s) is accurate, current and complete and you have the right to provide said information to us. You agree to maintain your account information in an up to date and current manner. You further agree not to use Online Services in any way that would 1) infringe any third party copyright, patent, trademark, trade secret, or any other proprietary rights or rights or publicity or privacy; 2) be fraudulent or involve the sale of counterfeit or stolen items, including the use of Online Services to impersonate another person or entity; 3) violate any law, statute, ordinance, or regulation; 4) be false, misleading or inaccurate; 5) create liability for us or cause us to lose the services of any third party provider; 6) interfere with or disrupt our computer network; or 7) access information that you are not allowed to receive or view.

III. ACCESS TO ONLINE SERVICES

You access Online Services through our site using your username and password. You may access your account and other services through the Site and Mobile App seven days a week, 24 hours a day. However, at certain times, some or all of the Site or Mobile App may not be available due to routine maintenance or technical difficulties. The Credit Union's business days are Monday through Friday, 8:00 a.m. to 5:30 p.m. PST and Saturday 9:00 a.m. to 1:00 p.m. PST except all Federal holidays.

Online Services allows you to access your Altura accounts through a personal computer or supported mobile device. To enroll, you must have a valid email address on file. During initial enrollment, you will verify your identity using information associated with your membership. Once your Online Banking profile is created, anyone who has access to your username and password will be able to enter the system and view or perform transactions on your accounts, including transfers, payments, and changes to personal information.

IV. MULTI-FACTOR AUTHENTICATION

For security purposes, Online Services uses multi-factor authentication. When you attempt to log in from a device or location that our system does not recognize, a verification code will be sent to the phone number or email address we have on file. You must enter this verification code to complete the login process. It is your responsibility to keep your contact information up to date so that verification codes are received promptly.

V. ONLINE SERVICES GENERAL EQUIPMENT AND SOFTWARE REQUIREMENTS

In order to use Online Services and successfully access and retain your electronic Communications, you must have the following hardware and software: A personal computer (including a monitor) capable of accessing the Internet and sending and receiving e-mail, and a printer capable of printing copies of Web site information for your records; and Internet access. To specifically access our Mobile App you must have a smartphone with either Android or Apple platform technology.

You agree to comply with your hardware and software requirements as well as use the most current version Microsoft® Windows , or Apple software; an Internet browser that supports 128-bit encryption, including recent versions of Chrome, Internet Explorer, Safari Mac, or Firefox; Adobe® Acrobat® Reader® software or Adobe® compatible software, so you can view Adobe® PDF files; and a computer hard drive capable of storing data, if you wish to store electronic Communications. To properly access the Online Services, your browser must also have cookies enabled and allow Java scripts to run.

You should be able to print or electronically store Communications. Altura recommends saving or printing important records and confirmations for your files.

VI. MOBILE BANKING SERVICES

Mobile Banking allows access to accounts through use of a mobile device. All features and services available through Online Services are available via the Mobile Banking Mobile App. The terms and conditions in this Agreement that apply to Online Services also apply to Mobile Banking, By accessing Mobile Banking or using any related services, including new services when they become available, you agree to comply with the terms of this Agreement.

To use the Mobile Banking service, you must a mobile device with a service plan that includes text messaging and data and internet access with Secure Socket Layer (SSL) capability. The Mobile App is available for the iOS and Android mobile devices. Devices that have data connectivity and include a WAP-based Web Browser can access a mobile-friendly version of our Online Services through the mobile browser

Third party fees may apply for data and internet access and text messaging. Contact your mobile device carrier for additional information.

In addition to the services available through our Site, the Mobile App also provides the ability to deposit checks remotely (Remote Deposit Capture or “RDC.” This service is not available for all accounts. If you do not have access to this service and are feel you qualify, please contact our Member Service Department at 1-888-883-7228.

You agree that you will not install software onto your mobile device that you are not familiar with or have not read the Terms and Conditions for that software.

You agree to download mobile security software updates when available. You agree that your mobile device will be locked if it is left unattended. You agree to log off of Mobile Banking at the completion of your online session.

In the event that your mobile device is lost or stolen and you believe you were not logged off and/or feel your log on credentials may have been compromised, please contact us at (888) 883-7228 or visit one of our branch locations during business hours. You may also send us written notification at P.O. Box 908, Riverside, Ca 92502-0908. We also recommend that you contact your wireless service provider to have your device deactivated.

VII. BILL PAYMENT SERVICES

Credit Union members with eligible deposit accounts may also use the optional Bill Payment Service. The Bill Payment Service is accessed by logging into the Site or Mobile App and is subject to separate terms & conditions, which can be viewed, downloaded and printed by clicking on the “Terms & Conditions” link in the Bill Payment pages of the Site.

Bill payments can only be made from your Credit Union share draft/checking account and payments cannot be made to payees outside of the United States or its territories. Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee and/or by our bill payment service provider. Refer to the Bill Payment Services terms and conditions for complete details.

Payment orders and funds transfers may be processed through the Automated Clearing House (ACH) network or other funds transfer systems. Once a payment order is transmitted and accepted, it may not be canceled or amended.

VIII. E-ALERTS

Credit Union members who have enrolled in Online Services may also use the optional E-Alerts service (“E-Alerts”). E-Alerts are accessed by logging into the Site or Mobile App. In addition, the Mobile App provides optional Push Notifications for a variety of account-related transactions.

You may elect to receive alerts by e-mail or text message. There is no monthly fee for E-Alerts; however, you may be charged fees for receipt of text messages from your mobile phone service provider. Please refer to your mobile service provider for individual text message fee plans.

E-Alert notices are delivered on a daily basis, and may not alert you in "real time" with your transactions. E-Alerts is not a substitute for proper diligence regarding your balance and appropriate review of your statements. E-Alerts is provided as a courtesy only, and the E-Alerts service may be suspended or terminated in whole or in part at any time with or without notice to you. You agree that we are not responsible for any negative balances, fees, losses, late payments, or other failures to properly manage your account that might result from one or more alerts not reaching you. We are not responsible for any failures of your e-mail or mobile phone service, or your failure to properly update your information with us.

IX. ADDITIONAL FEATURES

We may occasionally introduce new features to, or eliminate features from, Online Services. When this happens, we will update the Site and Mobile App accordingly. You agree that you are: (1) solely responsible for acquiring and maintaining a computer or any other approved electronic device, such as a mobile device, and equipment that can handle and access the Site and Mobile App; and (2) responsible for all costs associated with accessing Online Services and your eligible accounts.

X. AUTHORIZATION

You authorize use to transfer funds electronically between your designated account(s) and charge your designated account(s) for any transactions accomplished through your use of Online Services, including the amount of any recurring payment you make.

XI. ELIGIBILITY FOR ONLINE BANKING

Your account must remain in good standing with Altura in order for you to access Online Services.

XII. SERVICE LIMITATIONS

Account information shown in Online Services may not always reflect real-time balances, especially when pending transactions or deposits are involved. Funds availability is governed by our Funds Availability Policy. Messages sent through Online Banking's secure messaging system may not be reviewed immediately. Time-sensitive requests, such as reporting unauthorized activity or placing a stop payment, must be reported by telephone.

XIII. FEES AND CHARGES

Except as otherwise provided in this Agreement or an applicable Additional Agreement, there is no monthly service charge for your use of Online Services. However, you understand and agree that your mobile communications service provider or internet service provider may impose fees or charges associated with your use of your mobile communication device or computer, and that the Altura is not responsible for such fees or charges.

XIV. PERIODIC STATEMENTS

In accordance with the terms of the Additional Agreements, you will receive a monthly statement for draft accounts (unless there are no transfers in a particular month), for the account(s) which you have accessed using Online Services, Bill Payment Services, or any other electronic service. Your periodic statement will reflect the date that you initiated the transaction, the type of transaction, the amount of the transaction, the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly for any none draft accounts and may obtain the statement electronically.

XV. REPRODUCTION OF RECORD

You may print a record of any individual transaction conducted through Online Services at any time after the transaction is completed.

XVI. PASSWORD AND SECURITY

You understand that you cannot use Online Services without a Password and/or such other security and authentication techniques as we may require from time to time. YOU AGREE THAT USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your Password acts as your signature. We may also require additional security procedures to initiate online transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as random number generators, to enhance the security of your accounts. You are responsible for the safekeeping of your Password. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using these services. If you permit other persons to use these services or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use these services without your consent or has transferred money without your permission, you must notify us within 2 business days of any login compromise, and within 14 days for transaction disputes, by calling (888) 883-7228 or visit a branch location during normal business hours.

If you voluntarily subscribe to a third-party account aggregation service where your selected Credit Union deposit and loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your Credit Union Password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the Credit Union. Altura will not be liable for any losses, fraud and/or intentional misconduct that occur from using any third-party aggregation services.

The password you select is for the security of your account. We recommend that you frequently change your password. We recommend that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential. Any person who you permit to use your password will be an authorized user on your account. An authorized user may transfer funds from your savings, checking, money market and loan account(s), authorize bill payments and do any transactions available using your password. You authorize us to follow any instructions entered through the site using your password. If you authorized someone else to use your password, you are responsible for all transactions, which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized. If you believe your password has been lost, stolen or that someone has accessed your account without your permission, notify us immediately by calling us at (888) 883-7228 or visit a branch location.

XVII. COMMERCIALLY REASONABLE SECURITY PROCEDURES (BUSINESS ACCOUNTS)

You agree that the security procedures described in this Agreement, including but not limited to usernames, passwords, multi-factor authentication, device recognition, and any additional procedures we may implement, constitute commercially reasonable security procedures under applicable law, including Article 4A of the California Uniform Commercial Code.

You agree to be bound by any funds transfer or payment order, whether or not authorized, if we accept the transfer in compliance with these security procedures and in good faith.

XVIII. AUTHORIZED USERS/SUB USERS

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

XIX. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

If you provide us with timely, complete, correct and accurate information and we do not then accurately complete a transfer to or from your Account or if we fail to cancel a transaction as properly requested or in the correct amount according to our agreement with you, we may be liable for losses or damages as a result. There are some exceptions to our liability for processing transactions on your Account(s), in addition to the general limitations of liability contained in this Agreement. For example, we will not be liable:

- If you do not have enough available funds in your Account to complete the transaction;
- If the account was closed as of the date of the transaction;
- If the money in the Account is subject to legal process or other claim or encumbrance restricting the transfer;
- If you do not have an adequate credit limit on a credit/loan account to complete the transaction;
- If any of your loan Accounts with the Credit Union are delinquent;
- If the Site was not working properly and you knew or were advised by us about the breakdown before you began the transaction;
- If your Password or username/ID has been compromised or we have reason to believe that the transaction is unauthorized;
- If the transaction would violate any applicable provision of any risk control program or applicable policies, procedures or practices, or governmental regulation;
- If we have reasonable cause not to honor an instruction for our protection or for yours;
- If you are in default under this Agreement or any other agreement with us;
- If your access to Online Services has been suspended;
- If our failure to complete the transaction was a result of efforts to protect the security of your account; If you have not provided us with complete, current and correct instructions to complete the transaction; If circumstances beyond our control, such as fire, flood, electrical failure, or malfunction of the central data processing facility, prevented the completion of the transaction; and
- If your Password is repeatedly entered incorrectly.

There may be other exceptions stated in our Additional Agreements with you.

OUR SOLE RESPONSIBILITY FOR AN ERROR IN A TRANSFER WILL BE TO CORRECT THE ERROR, BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EXCEPT TO THE EXTENT SUCH LIMITATION IS PROHBIITED BY APPLICABLE LAW OR RESULTS FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

XX. EMAIL

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

XXI. RECORDING OF PHONE CALLS

You authorize us and our agents to record any phone call made to us concerning our Online Services.

XXII. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

1. Where it is necessary for completing transactions;

2. Where it is necessary for activating additional services;

3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;

4. To a consumer reporting agency for research purposes only;

5. In order to comply with a governmental agency or court orders: or

6. If you give us written permission.

We may also provide information about you to our service providers to help us perform marketing services. This information provided to these service providers is limited to only that which we deem appropriate for these service providers to carry out their functions.

XXIII. ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement at any time in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

XXIV. NO WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

XXV. HEADINGS

Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

XXVI. DISCLAIMER OF WARRANTIES. LIMITS ON OUR LIABILITIES AND OBLIGATIONS TO YOU

YOU UNDERSTAND AND AGREE THAT ONLINE SERVICES ARE PROVIDED “AS-IS.” EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, 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 ONLINE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ONLINE SERVICES IS DOWNLOADED OR OBTAINED 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 MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON THE SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ONLINE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ONLINE SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT ONLINE SERVICES WILL MEET ANY USER’S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. ALTHOUGH THE CREDIT UNION HAS TAKEN MEASURES TO PROVIDE SECURITY FOR COMMUNICATIONS

FROM YOU VIA ONLINE SERVICES WE CANNOT AND DO NOT PROVIDE ANY WARRANTY OR GUARANTEE OF SUCH SECURITY. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE ONLINE SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON ONLINE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

XXVII. INDEMNIFICATION

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from: • A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; • Any fraud, manipulation, or other breach of this Agreement; • Your violation of any law or rights of a third party; or • The provision of the Online Services or use of the Online Services by you or any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online Services by you or a joint account owner or other authorized person.

XXVIII. TERMINATION OF ONLINE BANKING SERVICES

Altura may terminate or suspend Online Banking access if this Agreement is violated, unauthorized use is suspected, or for security or regulatory reasons. You may terminate Online Banking at any time by providing notice to Altura in writing or by phone. Termination becomes effective on the first business day after the notice is received. Termination does not affect transactions previously authorized.

If you later wish to reinstate access, new authorization may be required.

XXIX. CHANGES TO THIS AGREEMENT

Altura may change any terms of this Agreement, including fees, service features, or system requirements. Notice of such changes will be provided as required by law. Continued use of Online Banking after the effective date of the amendments constitutes acceptance of the revised terms.

XXX. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ONLINE SERVICES (BILLING ERROR RESOLUTION)

If you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, contact us by calling (888) 883-7228, visit a branch location or write us at P.O Box 908, Riverside, CA 92502-0908. Your responsibilities and liability in the event of an unauthorized transaction shall be determined according to the “About Your Business Accounts” Agreement.

XXXI. LEGAL RESPONSIBILITIES AND THE RIGHT OF OFFSET

You agree to reimburse Altura for any loss, liability, or expense incurred due to disputes involving your accounts or Online Banking use. Altura may deduct such amounts from your account without prior notice. In any legal action arising from this Agreement, the prevailing party may recover reasonable attorney fees and costs, as permitted by law.

XXXII. GOVERNING LAW

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California

XXXIII. E-SIGN CONSENT AND ACKNOWLEDGMENT

By enrolling in or using Online Services, you **affirmatively consent** to receive all Communications from Altura Federal Credit Union in electronic form, to the fullest extent permitted by applicable law.

A. Scope of Communications

“Communications” include, but are not limited to:

- This Agreement and any amendments;
- Account disclosures, fee schedules, and privacy notices;

- Periodic statements and transaction histories;
- Notices regarding unauthorized transactions or errors;
- Tax statements and regulatory disclosures; and
- Any other information related to your accounts, services, or membership.

These Communications may be provided via:

- Online Banking or the Mobile App;
- Email notifications (including notices that a document is available);
- Secure messages within Online Services; or
- Posting on our website.

B. Paper Copies

You have the right to request a paper copy of any Communication. To request a paper copy, contact us at (888) 883-7228 or write to us at P.O. Box 908, Riverside, CA 92502.

We may charge a reasonable fee for providing paper copies, as disclosed in our Fee Schedule.

C. Withdrawing Consent

You may withdraw your consent to receive Communications electronically at any time by:

- Calling us at (888) 883-7228; or
- Writing to us at the address listed above.

Withdrawal of consent will:

- Apply only to future Communications; and
- May result in termination or restriction of your access to Online Services, to the extent electronic delivery is required to provide the service.

D. Updating Your Contact Information

You agree to keep your email address and other contact information current with us. You may update your information through Online Banking, by visiting a branch, or by contacting us.

We are not responsible for your failure to receive Communications due to outdated or incorrect contact information.

E. Hardware and Software Requirements

To access, view, and retain electronic Communications, you must have:

- A device capable of accessing the Internet (computer, tablet, or smartphone);
- A current version of a web browser that supports encryption (e.g., Chrome, Safari, Firefox, or Edge);
- A valid email address;
- Software capable of viewing PDF files (e.g., Adobe® Acrobat® Reader® or equivalent);
- Sufficient storage space to retain Communications or the ability to print them.

By consenting, you confirm that:

- You have access to the required hardware and software;
- You are able to receive, open, and print or store Communications; and
- You will maintain these capabilities for as long as you use Online Services.

F. Consent to Electronic Signatures

You agree that your use of a username, password, multi-factor authentication, or other security credentials to access Online Services and take action constitutes your electronic signature and has the same legal effect as a handwritten signature.

G. Federal Law Compliance

This consent is provided in accordance with the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and applies to all Communications we are required to provide to you in writing.

H. Acknowledgment

By selecting "I Accept," you acknowledge and agree that:

You understand the terms and conditions of this Agreement. You are responsible for all Online Banking activity conducted with your credentials. You will safeguard your username and password and notify Altura immediately if they are compromised. You acknowledge that providing your credentials to a third party negates the effectiveness of our security procedures and may increase your liability for unauthorized transactions. For business accounts, you acknowledge that you are responsible for all transactions initiated using valid credentials or security procedures, including those initiated by employees, agents, or any person to whom you have provided access, whether or not such transactions were authorized by you.

All Online Banking transactions are subject to available funds and account limitations. Altura may amend or terminate this Agreement with proper notice. You may terminate Online Banking at any time by notifying Altura.

CASH MANAGEMENT MASTER AGREEMENT

I. Introduction

This Cash Management Master Agreement (Agreement) governs all treasury and electronic services provided by Altura Federal Credit Union (Altura) to business members who enroll in Cash Management Services. By requesting or using any service under this Agreement, the business acknowledges that it understands and accepts each provision of this Agreement as well as all additional agreements incorporated by reference, including the Business Account Agreement, the Electronic Funds Transfer Agreement, the Business Online Service Agreement and Disclosure, the Business Fee Schedule, and any supporting disclosures. Cash Management Services are designed exclusively for business, commercial, and organizational use and therefore involve elevated risk, operational complexity, and expanded regulatory oversight.

II. Scope of Services

Altura provides a suite of Cash Management Services intended to enhance the financial efficiency and operational capabilities of business members. These services may include Online and Mobile Banking, ACH Origination, Wire Transfers, Remote Deposit Capture, Positive Pay, External Transfers, Bill Pay, Cash Vault and Courier Services, and other treasury functions that Altura may authorize. Access to individual services may require additional qualification, documentation, or approval based on risk considerations or regulatory requirements.

III. Authority and Administrator Responsibilities

The business is required to designate an Administrator with full authority to manage Cash Management Services. The Administrator is responsible for establishing and maintaining authorized users, assigning access levels, approving permissions, overseeing staff who initiate or approve transactions, and communicating changes to Altura. Altura will rely on the Administrator’s actions as binding upon the business. It is the business’s responsibility to ensure that access is granted only to appropriate personnel and removed promptly when roles change. If the business provides access credentials or account access to any third party, including financial management tools or payment processors, such third party shall be deemed the business's agent, and the business assumes all associated risks.

Any transaction initiated by the Administrator or any authorized user, or using valid credentials issued to them, shall be deemed authorized and binding on the business, regardless of whether such person exceeded their actual authority. The business assumes all risks associated with the acts or omissions of its employees, agents, contractors, and authorized users, including fraudulent or unauthorized transactions initiated by such persons.

IV. Security Procedures

For the purposes of this Agreement and the related documents that are incorporated by reference herein, "Security Procedures" means the security processes, controls, and authentication methods established by Altura Federal Credit Union to verify the authenticity of a payment order, instruction, or communication and to detect errors in transmission or content. Security Procedures may include, but are not limited to, the use of usernames, passwords, personal identification numbers (PINs), multi-factor authentication, one-time passcodes, device recognition, IP address monitoring, encryption, callback verification, transaction limits, dual control requirements, and any other procedures or controls that Altura may implement from time to time.

Security Procedures are designed to verify the authenticity of a transaction or instruction and are not designed to detect errors in the content of a payment order, including inaccuracies in account numbers, beneficiary information, or amounts. The business agrees that the Security Procedures are commercially reasonable for its size, type, and frequency of transactions and agrees to be bound by any payment order or transaction, whether or not authorized, that is accepted by Altura in good faith and in compliance with such Security Procedures.

The business acknowledges that Altura's Security Procedures are commercially reasonable under California law and UCC Article 4A. These procedures may include user credentials, multi-factor authentication, device verification, callback confirmations, internal review controls, and other authentication methods chosen by Altura or required by applicable regulations. Any transaction submitted with valid authentication credentials will be treated as authorized, even if initiated by an individual lacking actual authority. The business is responsible for safeguarding all credentials, securing devices, reviewing activity daily, and maintaining adequate operational oversight and cybersecurity measures.

The business agrees to be bound by any payment order, instruction, or transaction, whether or not authorized, that is accepted by Altura in good faith and in compliance with such Security Procedures. The business acknowledges that it has had the opportunity to review the Security Procedures and has determined that they are appropriate for its needs and risk tolerance. The business agrees that use of the Security Procedures constitutes a commercially reasonable method of providing security against unauthorized payment orders under applicable law, including Article 4A of the California Uniform Commercial Code.

V. Technology and Business Responsibilities

The business agrees to use secure technology, maintain updated operating systems, implement antivirus protections, and protect against unauthorized access. The business must monitor account activity daily and promptly notify Altura of any suspicious or unauthorized transactions. The business's failure to implement reasonable internal controls or to monitor account activity shall constitute a failure to exercise ordinary care. Failure to provide timely notice shall preclude the business from asserting the error or unauthorized transaction against Altura. Altura shall not be liable for any loss resulting from compromise of the business's systems, devices, email accounts, or network infrastructure, including malware, phishing, or social engineering attacks.

VI. Use of Cash Management Services

Cash Management Services allow the business to initiate financial transactions, retrieve balance information, conduct deposits, issue and receive payments, manage disbursement processes, and perform other operational tasks. Some services require separate agreements or approvals. The business agrees to comply with all applicable laws, NACHA rules, UCC provisions, OFAC requirements, and internal Altura policies governing these services.

VII. Fees and Charges

The business agrees to pay all applicable fees associated with Cash Management Services as detailed in the Business Fee Schedule. Fees may be updated from time to time, and continued use of the services constitutes acceptance of any changes.

VIII. Monitoring, Error Reporting, and Business Liability

Business accounts are not protected by Regulation E. The business must examine statements, transaction history, and daily activity and promptly report any discrepancies. Written notice of unauthorized or erroneous transactions must be provided within fourteen calendar days of statement availability. Failure to provide timely notice shall preclude the business from asserting the error or unauthorized transaction against Altura.

IX. Limitations of Liability and Force Majeure

Altura’s liability is limited to the extent permitted by law, including UCC Articles 3, 4, and 4A, Regulation J, Regulation CC, OFAC requirements, the NACHA Operating Rules, and applicable California and federal law. Altura is not responsible for losses resulting from system outages, third-party service delays, internal control failures, or compromised credentials. Altura shall not be liable for failure or delay due to circumstances beyond its control, including natural disasters, system failures, cyberattacks, labor disputes, or disruptions in payment networks. To the fullest extent permitted by law, Altura shall not be liable for indirect, incidental, special, or consequential damages, including lost profits, except to the extent caused by Altura’s gross negligence or willful misconduct. Altura’s total liability shall not exceed the amount of the transaction at issue.

X. Limitations and System Availability

Transactions are subject to cut-off times established by Altura. Transactions submitted after the applicable cut-off time will be processed on the next business day.

XI. Indemnification

The business agrees to indemnify and hold Altura harmless from any claims, losses, penalties, regulatory actions, or damages arising from the business’s use of Cash Management Services, including unauthorized internal activity, misuse of credentials, violations of NACHA rules, submission of prohibited deposits, failure to respond to Positive Pay exceptions, or non-compliance with OFAC or BSA/AML requirements.

XII. Suspension and Termination of Services

Altura may suspend or terminate any Cash Management Service when necessary to protect the business, the credit union, or the financial system. Reasons for suspension may include suspected fraud, excessive return activity, regulatory concerns, inadequate documentation, or behaviors inconsistent with safe and sound banking practices.

XIII. Irrevocability and Finality

All payment orders, ACH entries, wire transfers, and other funds transfers are final once accepted for processing and may not be canceled, amended, or reversed except as expressly required by applicable law or network rules.

XIV. Governing Law and Venue

This Agreement is governed by the laws of the State of California, the NACHA Operating Rules, UCC Articles 3, 4, and 4A, Regulation CC, Regulation J, OFAC regulations, and all applicable federal laws. Any legal action shall be brought in a court of competent jurisdiction in California.

XV. SERVICE AGREEMENTS

The following agreements form part of the Cash Management Master Agreement and apply when the business enrolls in each respective service.

A. ACH Origination Agreement

The ACH Origination Agreement governs the initiation of debit and credit entries through the Automated Clearing House network. The business agrees to comply with all NACHA Operating Rules, OFAC regulations, and internal Altura requirements. The business warrants that all ACH origination is properly authorized, lawful, accurate, and supported by written authorization retained for the required regulatory period. Unauthorized return rates must remain within NACHA-approved thresholds. The business accepts full responsibility for exposure limits, settlement obligations, and the reconciliation of posted entries. Altura may reject or suspend ACH files based on risk, compliance concerns, insufficient funds, or operational issues. Any ACH entry submitted under authenticated credentials will be treated as authorized. The business acknowledges that ACH entries may not be reversible once processed and agrees to maintain sufficient funds or prefunding as required by Altura.

B. Wire Transfer Agreement

Wire transfers are governed by UCC Article 4A and Federal Reserve Regulation J. The business acknowledges that Altura may rely exclusively on account numbers provided in a payment order, even if inconsistent with the beneficiary's name. The business accepts responsibility for ensuring accuracy in wire instructions. Once executed, wires may not be canceled or recalled except on a best-effort basis. Altura may delay or refuse wires for OFAC compliance, fraud prevention, or insufficient verification. Any wire request submitted through validated Security Procedures will be treated as authorized by the business. The business acknowledges and agrees that Altura has no obligation to verify the identity of the beneficiary beyond the account number provided.

C. Remote Deposit Capture Agreement

The Remote Deposit Capture Agreement governs the business's use of remote imaging technology to deposit checks. The business may deposit only eligible items and agrees not to submit items that are altered, fraudulent, previously deposited, incomplete, post-dated, stale-dated, foreign, third-party, or otherwise prohibited. The business is responsible for the accuracy and legibility of images, proper endorsement, secure handling, retention, and timely destruction of original items. The business indemnifies Altura for losses arising from duplicate presentment, fraudulent items, or misuse of the system. Altura may adjust deposit limits or suspend access based on risk. The business assumes all risk of duplicate presentment and image quality errors.

D. Positive Pay Agreement

The Positive Pay Agreement governs the submission of issued check files and the review of exception items. The business must provide accurate issue files and review exception alerts each business day. Failure to respond by established deadlines will result in the default action selected by the business. Losses arising from inaccurate or incomplete issue files or failure to act on exceptions remain the responsibility of the business. Failure to review exception items constitutes acceptance of the default decision.

E. Cash Vault and Courier Agreement

The Cash Vault and Courier Agreement governs the ordering, delivery, and deposit of currency and coin. The business must prepare deposits accurately and securely and acknowledge that Altura's final verification counts are binding. Courier schedules and availability may vary, and Altura is not responsible for delays outside its control. The business assumes responsibility for deposit integrity until the courier takes possession.

F. Bill Pay Agreement

The Bill Pay Agreement governs payments scheduled through Online Banking. The business is responsible for providing accurate payee information and scheduling payments sufficiently in advance of due dates. Payments may be delivered electronically or by mailed check. The business acknowledges that payments to government agencies, courts, or other high-risk payees are sent at the business's risk. Altura is not responsible for delays caused by incorrect information, postal issues, or payee processing errors.

G. External Transfer Agreement

The External Transfer Agreement governs the movement of funds between Altura accounts and external financial institutions. Altura may require ownership verification and may use trial deposits or other methods to confirm legitimacy. Transfer timing is not guaranteed and may vary by institution. The business is responsible for all transfers initiated through authenticated access.

H. Online and Mobile Banking Agreement

The Online and Mobile Banking Agreement governs the use of digital platforms through which the business accesses Cash Management Services. The business agrees to maintain secure devices, avoid insecure networks, update software regularly, and protect all authentication information. Altura does not guarantee compatibility with every device or operating system and may update technology requirements as needed.

XVI. Acceptance, Authorization, and E-SIGN Consent

By enrolling in or using any Cash Management Service, the business agrees to be legally bound by the terms of this Cash Management Master Agreement and all incorporated service agreements. The business certifies that it is duly authorized to enter into this Agreement and that all users accessing these services are acting within the scope of the authority granted to them. The business consents to receive disclosures electronically in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN).