

BY CLICKING "I ACCEPT", "I AGREE", "PROCEED", OR "CONTINUE", AS APPLICABLE, OR BY USING ANY OF NORTH COAST CREDIT UNION'S ONLINE BANKING SERVICES (AS DESCRIBED HEREIN), YOU AGREE TO BE BOUND BY AND FULLY COMPLY WITH EACH AND EVERY PROVISION OF THIS ONLINE BANKING SERVICES AGREEMENT.

NORTH COAST CREDIT UNION ONLINE BANKING SERVICES AGREEMENT

This Online Banking Services Agreement ("Agreement") states the terms and conditions that apply when you use the Credit Union's Online Banking Services. It is the contract which covers your, and the Credit Unions', rights and responsibilities concerning the Online Banking Services.

ACCEPTANCE OF AGREEMENT

Your electronic consent or use of our Online Banking Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative. Your electronic consent or use of our Online Banking Services is also your acknowledgement that you have read this Agreement in electronic form. You may access a copy of this Agreement on the Web Site at the Join Us page.

DEFINITION OF TERMS

"The Credit Union" refers to North Coast Credit Union.

"Agreement" means this Online Banking Services Agreement and any amendments made in accordance with the provisions of this Agreement.

"Online Banking Services" shall mean and refer to such services provided by Credit Union, from time to time through the Web Site or through any Required Technology, as contemplated by this Agreement. Such services may include but are not limited to the following: Online Account Services, Stop Payment Services, Funds Transfer Services, Voice Banking Services, Mobile Banking Services, Third Party Transfer Services, Online Statement Services, ACH Transfer Services, Bill Pay Services, and Mobile Deposit Services. Such services may be provided during the Term as further defined in this Agreement.

"You" and "Your (s)" means those who request and use the Online Banking Service; any joint owner(s) of accounts accessed under this agreement and any authorized users of this service.

"We," "Us," and "Our" means North Coast Credit Union.

"Account" means any one or more accounts held by North Coast Credit Union. This also means accounts held by another financial institution that have been registered for access via the Online Banking Service.

"Biller" is the person or entity to which you wish a bill payment to be directed to.

"Password" means your secret word or phrase that must be used to access your suite of Online Services.

"E-Statement" means the electronic version of your periodic statement(s).

"Term" shall mean and refer to the term of this Agreement as set forth in this Agreement.

“Web Site” shall mean www.northcoastcu.com. The term “Web Site” shall not include any web site not controlled and maintained by North Coast Credit Union.

ONLINE BANKING SERVICES

Our internet address is: www.northcoastcu.com

ACCOUNT ACCESS. Once you complete the online enrollment you may use your personal computer, laptop, tablet, or mobile device to access your accounts. You will be required to complete a multi-factor authentication process, including using your Password to access your accounts. The Online Banking service is accessible seven (7) days a week, twenty-hour (24) hours a day with the exception of short periods for scheduled maintenance and/or upgrades. Use of this service requires a personal computer, laptop, tablet, or mobile device connected through an Internet or mobile service provider and with a web browser, direct dial modem and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. The credit union is not responsible for any errors or failures involving any telephone service, internet service, software installation or your computer. In addition, you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Online Banking Service.

PASSWORD AND SECURITY. You agree not to give or make available your password, which includes personal security codes, authorization codes or other means to access your account, to any unauthorized individuals. You are responsible for all transactions on your account using Online Banking Services, or transactions triggered from any use of the Online Banking Services. If other persons use your password or other means to access your Account, you are responsible for any transactions they authorize.

You understand that by disclosing your Online Banking password to anyone, regardless of whether that person is a joint account holder, you are providing that person authorization to perform transactions on your account(s) through Online Banking. If you fail to maintain security of your password and the Credit Union suffers a loss, we reserve the right to terminate any services the Credit Union provides to you.

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 Online Banking Services without your consent or has transferred money without your permission, you must notify the Credit Union at 1.800.696.8830 immediately.

EMAIL ADDRESS. You agree to notify the Credit Union immediately if you change your email address as this is the email address where the Credit Union will send all Online Banking Services alerts and notifications. Notification can be done by any authorized party via North Coast Credit Union online banking or at your local branch. If you, or any authorized party, have not notified the Credit Union of any change to your email address, you agree that your failure to provide the Credit Union with a valid email is the lack of ordinary care on your part.

TYPES OF TRANSACTIONS. At the present time, you may use Online Banking to:

- Review account balances, transaction history and tax information for any of your savings, money market, checking, loan accounts, line-of-credit, or credit card.
- Transfer funds between your checking, savings, money market, loan accounts, lines-of-credit, and credit card.

- Transfer funds to and from another financial institution account; note you must be an account owner on all accounts and the account must be registered for access via Online Banking.
- Download your account information to a Financial Management Software Program (Quicken and QuickBooks).
- Schedule bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes.
- Communicate with the Credit Union using the secure messaging.
- Conduct other transactions permitted by the Credit Union.

TRANSFER AND SERVICE LIMITATIONS. The following limitations on Online Banking transactions may apply in using the services listed above.

- A. Transfers. There is no limit to the number of transfers from your savings or money market accounts if they are made in person, by ATM or by mail. However, transfers conducted through Online Banking from savings and money market accounts are limited by Federal Regulations to a total of six (6) in any one month per account. You may transfer up to the current limits established by the Credit Union from your savings, money market, checking or credit line at the time of transfer, except as limited under this agreement or your Account or Loan Agreements with the Credit Union. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds or lower the account below a required balance. Finally, the availability of funds for transfer may be limited due to our Funds Availability Policy.
- B. E-mail and Secure Messaging. You may use Secure Messages to send a secure e-mail message to us. Messaging may not, however, be used to initiate a transfer on your account, a Password change or stop payment request. We may not immediately receive your sent message communication and we may not take action based on secure messaging or e-mail request until we actually receive your message and have a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at 1-800-696-8830.

MOBILE DEPOSIT SERVICES

USE OF SERVICE. Upon agreement of the terms and conditions you may be authorized to remotely deposit your paper check, via digital image, to your Credit Union account(s). Upon receipt of the digital image, the Credit Union will review the image for acceptability. You understand and agree that receipt of an image does not occur until after the Credit Union notifies you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive notification from the Credit Union confirming receipt of an image, such notification does not mean that the image contains no errors or that the Credit Union is responsible for any information you transmit. The Credit Union is not responsible for any image that the Credit Union does not receive. Following receipt of the image, the Credit Union may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, the Credit Union reserves the right, within our sole and absolute discretion, to accept or reject any item for Mobile Deposit into your account. You understand that any amount credited to your account for items deposited using the Service is a provisional credit and you agree to indemnify the Credit Union against any loss the Credit Union may suffer because of our acceptance of the Mobile Deposit Service.

GUARANTEE SPECIFIC TO DEPOSITS RECEIVED FOR CREDIT TO A BUSINESS ACCOUNT. Your use of the Service for the purpose of depositing to a Credit Union Business Account constitutes your understanding and agreement that you may be personally liable in the event of a default by the Business for any expenses the

Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable as well as, any and all costs associated with the Credit Union enforcing this Guarantee. This Guarantee shall benefit the Credit Union and its successors and assigns.

CHECK REQUIREMENTS. Any image of a check that you transmit to the Credit Union must accurately and legibly provide all the information on the front and back of the check at the time presented to the Credit Union by the drawer. Prior to capturing the original check, you will endorse the back of the original check. Your endorsement will include *For Mobile Deposit Only* and your signature. The image of the check transmitted to the Credit Union must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures(s); and (2) other information placed on the check prior to the time an image of check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and other regulatory agency, clearing house or association.

REJECTION OF DEPOSIT. The Credit Union is not liable for any service or late charges levied against you due to the rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

ITEMS RETURNED UNPAID. A notification will be sent to you of transactions the Credit Union is unable to process because of returned items. With respect to any item that you transmit for Mobile Deposit that the Credit Union credits to your account, in the event such item is dishonored, you authorize the Credit Union to debit the amount of such item from your account.

UNAVAILABILITY OF SERVICE. You understand and agree that the service may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Service is unavailable, you acknowledge that you can deposit an original check at a Credit Union location, through a Credit Union ATM, or mail the original check to the Credit Union:

North Coast Credit Union
1100 Dupont Street
Bellingham, WA 98225

It is your sole responsibility to verify that items deposited using the Mobile Banking Service have been received and accepted for deposit by the Credit Union.

FUNDS AVAILABILITY. With regard to the availability of deposits made using the Service, such funds will be available as set forth in the Credit Union's Funds Availability Policy Disclosure.

ACCOUNTHOLDER'S WARRANTIES. You make the following warranties and representations with respect to each image of an original check you transmit to the Credit Union utilizing the Service:

1. Each image of a check transmitted to the Credit Union is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against the payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. You will NOT deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item, either the original item or a paper or electronic representation of the original item, such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that you remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
5. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information you provided at enrollment remains true and correct and, in the event any such information changes, you will immediately notify the Credit Union of the change.
8. You have not knowingly failed to communicate any material information to the Credit Union.
9. You have possession of each original check deposited using the Service and no party will submit the original for payment.
10. Files and images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on the Credit Union network, data, or related systems.

STORAGE OF ORIGINAL CHECKS. You must securely store each original check. If you are using the Service to deposit items into an account in the name of a Business, to which you are party, you understand this means the original check(s) must be accessible only by authorized personnel. Moreover, you must securely store each original item deposited via the Service for a period of 14 days after transmission to the Credit Union. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

SECURING IMAGES ON MOBILE DEVICES. When using Mobile Deposit, you understand that check images captured using your mobile deposit device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

IN CASE OF ERRORS. In the event that you believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, you will immediately contact the Credit Union regarding such error or breach as set forth below:

Telephone the Credit Union at 1-800-696-8830 or E-mail via Online Banking “Secure Message”

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT. You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of mobile deposits that are set forth by the Credit Union.

UNACCEPTABLE DEPOSITS. You understand and agree that you are not permitted to deposit the following items using the Service:

1. Any item drawn on your account or your affiliate's account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alternation of the information on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "postdated". An item is considered stale dated when it is written six months or more prior to being presented to the credit union for deposit.
7. Savings Bonds

BILL PAY SERVICES

GENERAL. As part of the Online Banking Services, you can schedule payment of your periodic bills. You can arrange for the payment of current, future and recurring bills from your checking account (s). You may pay any merchant or individual approved by North Coast Credit Union. By furnishing us with the names of your payees/merchants and their addresses, you authorize us to follow the payment instructions to these payees/merchants that you provide through Online Banking. When we receive a payment instruction (for current or future date), we will remit funds to the payee on your behalf, from your designated checking account, on the day you have instructed the payment to be sent (Send date) unless the send date falls on a non-business day in which case it will be sent on the previous business day. However, we shall not be obligated to make any such payment unless your checking account and/or overdraft transfer account has sufficient funds to pay a payment prior to the start of the business day on the payment date.

PAYMENT INSTRUCTIONS. In designating a payment, you must provide us with detailed payment instructions. The service will prompt you for needed information. You authorize us to follow your payment instructions and to rely on the accuracy of all information you provide. You may pay an individual up to the current limits established by the Credit Union.

We reserve the right to select the method in which to remit funds on your behalf to the designated payee. These payment methods may include, but may not be limited to, an electronic payment or a check payment. Payments will be debited from your account prior to the start of the business day of the "send date", unless the "send date" falls on a non-business day in which case funds will be debited prior to the start of the previous business day

An electronic payment: These payments will be electronically forwarded to your payee(s). A check payment: A check in the amount of the payment will be created and sent to your payee(s) on the send date, unless the send date falls on a non-business day in which case it will be sent on the previous business day.

Business days are Monday through Friday excluding federal holidays.

STOP PAYMENT REQUESTS FOR BILL PAY CHECKS. The ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. If you desire to stop payment on a check that has already been processed, you must contact us at 1-800-696-8830, or write us at North Coast Credit Union, 1100 Dupont Street, Bellingham, WA 98225. Although we will make every effort to accommodate your request, we may not have a reasonable opportunity to act on the request after a payment has been processed. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call.

ELECTRONIC PAYMENTS FOR CONSUMERS. You are responsible for controlling the safekeeping of and access to your Bill Payment information. Tell us AT ONCE if you believe your Password has been lost or

stolen, or if you believe that an electronic fund transfer has been made without your permission. Refer to the Billing Errors and Errors Resolution section of this agreement for further information.

CHECK PAYMENTS. Bill payments sent by check will not be considered an electronic transfer and will be governed the same as all checks written on your account. See the Terms and Conditions of your account for more information.

LIABILITY. North Coast Credit Union shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, North Coast Credit Union will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. North Coast Credit Union will not be liable for delays or losses of payments caused by the U.S. Postal Service or other delivery service. We will not be liable if there is insufficient funds availability in your designated payment account and/or overdraft transfer account; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not functioning properly. North Coast Credit Union will not be liable for bill payments not completed due to circumstances beyond our control (including but not limited to fire, telecommunication outages, strikes, or natural disasters). North Coast Credit Union will not be liable for indirect, special, or consequential damages arising out of the use of Bill Payment. North Coast Credit Union will not be liable if a payee will not accept payments made through Bill Payment.

FEES. Fees may be assessed due to special requests made by you. This includes but is not limited to requests for photocopies of checks and stop payments. See separate fee schedule for specific fees associated with your account(s).

If there are insufficient available funds in an account from which you are requesting a bill payment and the Bill Payment system pays a bill, insufficient (NSF) funds fees will be assessed as indicated in the Credit Union's separate fee schedule.

STOP PAYMENT SERVICES

Stop Payment Requests and Orders is a service that permits an account authorized party to request that North Coast Credit Union stop payment of any item payable from an Account to which that account owner has a right to withdraw funds in accordance with the Deposit Agreement. Member agrees that a Stop Payment Request submitted through Online Banking, is submitted in writing for purposes of the Uniform Commercial Code. A Stop Payment Request must specifically identify the item to which it applies and must be received by North Coast Credit Union in sufficient time to give Credit Union a reasonable opportunity to act on it before Credit Union pays the item.

A North Coast Credit Union Stop Payment Request must contain all of the following information:

- Account Number
- Specific Check Number(s)
- Amount of Check
- Issue Date
- Reason for Stop Payment
- Payee

All of this information must be exact. If the information is not exact, the order will not be effective and Credit Union will not be responsible for failure to stop payment.

When account holder(s) initiate a Stop Payment Request with respect to an item, Member agrees that Member will indemnify, defend, and hold North Coast Credit Union Indemnitees harmless from and against any claim arising in connection with North Coast Credit Union refusal to pay such item.

Member's obligation to defend and indemnify North Coast Credit Union Indemnitees includes payment of any legal fees and costs incurred by North Coast Credit Union in connection with the Stop Payment Request.

If effective, a Stop Payment Request becomes a Stop Payment Order.

Stop Payment Orders only remain valid for a period of six (6) months. Member must renew a Stop Payment Order before the expiration of the initial 6-month period, and follow North Coast Credit Union's procedures to extend a Stop Payment Order beyond 6 months.

Electronic (i.e. ACH) item Stop Payment Requests and Orders are not available in Online Banking.

MEMBER 2 MEMBER TRANSFERS

Member to Member Transfer, is a service North Coast Credit Union offers its members to transfer funds from their account at North Coast Credit Union to another account at North Coast Credit Union. By using Member 2 Member Transfer to request a transfer of funds from your account to the receiving account, you authorize the Credit Union to debit the Pay From Account immediately in the amount entered and to initiate a credit to the Pay To Account. Transfers are processed at the time they are submitted.

ONLINE BANKING SERVICES FEES AND CHARGES

There are currently no charges to use Online Banking Services; however, any fees applicable to the accounts with the Credit Union as set forth on the service fee schedule will apply. From time to time, the charges may be changed. We will notify you of any changes as required by law.

Transfers from your credit line (such as line-of-credit, Home Equity line-of-credit, or credit card) may be subject to charges under the terms and conditions of your loan agreement.

PERIODIC STATEMENT

All transactions made using any of the Online Banking Services will be reflected on your periodic account statement(s). You understand and agree that you are required to notify the Credit Union of any error relating to images transmitted using the Online Banking Services by no later than 60 days after you receive the periodic statement that includes any transaction you allege as being erroneous. You are responsible for any errors that you fail to bring to the Credit Unions attention within such time period.

BILLING ERRORS AND ERROR RESOLUTION

In case of errors or questions about your Online Banking Services transactions, contact the Credit Union as soon as possible by calling us at 800-696-8830, send "Secure email" via the Secure Message link in Online Banking or write to:

North Coast Credit Union
1100 Dupont Street
Bellingham, WA 98225

The Credit Union must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within ten (10) business days for the amount you think is in error, so that you have the use of the funds during the time it takes the Credit Union to complete our investigation. If the Credit Union has asked you to put your complaint or question in writing and the Credit Union does not receive it within ten (10) business days, the Credit Union will not credit your account.

The Credit Union will tell you the results within three (3) business days after completing our investigation. If the Credit Union discovers that an error did not occur, the Credit Union will send you a written explanation and withdraw the provisional credit. You may ask for copies of the documents that the Credit Union used in our investigation.

If a notice of error involves an electronic funds transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time period(s) for action shall be twenty (20) business days in place of ten (10) business days. If an error involves an electronic funds transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.

ACCOUNT INFORMATION DISCLOSURE. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers; or
- To verify the existence of and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give the Credit Union your written permission; or
- As explained in the separate Privacy Policy.

LIMITATION OF LIABILITY FOR ONLINE BANKING SERVICES. If the Credit Union does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, the Credit Union will not be liable for your actual losses or damages. The Credit Union's sole responsibility for an error in a transfer will be to correct the error. You agree that neither the credit union nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, internet browser providers, internet access providers, online service providers, or agents or subcontractors of any of the foregoing. The Credit Union shall be liable only for material losses which are the direct result of our own gross negligence or intentional misconduct in performing this service. The Credit Union will not be liable for the following:

- If, through no fault of the Credit Union, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit, if applicable.
- If you used the wrong Password or you have not properly followed any applicable computer, internet access, or Online Banking user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the Online Banking service was not properly working and such problem should have been apparent when you attempted the transaction.
- If circumstances beyond the Credit Unions control (such as fire, flood, telecommunication or internet service provider outages, postal strikes, equipment, or power failure) prevent making the transaction or providing the electronic delivery of statement(s).
- If the funds in your account are subject to an administrative hold, legal process, such as garnishment, levy, attachment or other claim.
- Any inaccuracy in any Biller list that has been set up on your account or if you receive notice from a Biller or institution that any payment remains unpaid and you fail to notify the Credit Union promptly of that fact.
- If you fail to update the Biller mailing address to the most recent and current payment address.
- If the payee was a Biller or institution that you are not permitted to designate.

TERMINATION OF ONLINE BANKING SERVICES. You agree that the Credit Union may terminate this agreement and your Online Banking Services if you, or any authorized user, breach this or any other agreement with the Credit Union; if the Credit Union has reason to believe that there has been unauthorized use of your accounts or Password, if you conduct or attempt to conduct any fraudulent, illegal, or unlawful transaction; or if the credit union reasonably believes your account conduct poses an undue risk of illegality or unlawfulness. In addition, the Credit Union reserves the right to terminate access to bill payment after ninety (90) days of inactivity and Online Banking after one hundred eighty (180) days of inactivity.

You, or any other party to your account, can terminate this agreement by notifying the Credit Union in writing. Termination of service will be effective two (2) business days 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.

NOTICES. The Credit Union reserves the right to change the terms and conditions upon which the Online Banking Services are offered. The Credit Union will notify you at least 21 days before the effective date of any change, as required by law. The Credit Union will mail you notice, or if you have consented to electronic disclosures, will send it to the email address you have designated. Your use of the Online Banking Services after receipt of notification of any change by the Credit Union constitutes your acceptance of the change.

COMPLIANCE WITH LAW. You agree to use the Online Banking Services for lawful purposes and in compliance with all applicable laws, rules and regulations as well as all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations. You promise to indemnify and hold the Credit Union harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

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 accounts without prior notice to you. This agreement shall be governed by and construed under Washington State laws 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 applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, or any post-judgment collection actions, if applicable.

ACCOUNTHOLDERS INDEMNIFICATION OBLIGATION. You understand and agree that you are required to indemnify the Credit Union and hold the Credit Union harmless against any and all claims, action, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

WARRANTIES. You understand that the Credit Union does not make any warranties on equipment, hardware, software or internet provider service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury, or damages, whether direct, indirect, special or consequential, caused by the internet provider, any related software, or the Credit Unions use of any of them or arising in any way from the installation, use, or maintenance of my personal computer hardware, software, or other equipment.

ELECTRONIC DISCLOSURE AND SIGNATURE AGREEMENT

The Electronic Signatures in Global and National Commerce Act (ESIGN) requires your approval before we can provide services to you electronically. Please read this Electronic Disclosure and Signature Agreement ("Agreement") carefully and save or print a copy for your records. This notice is being provided to you to inform you that you will receive periodic statements, account disclosures and related North Coast Credit Union account agreements electronically.

This Agreement is the contract which covers your and our rights and responsibilities concerning the service offered to you by North Coast Credit Union ("North Coast"). The service permits you to initiate account transactions online, communicate with, and electronically receive statements, disclosures, documents, and records regarding your account(s) with North Coast. By using the service, each of you, jointly and severally, agree to the terms and conditions of this agreement, and any amendments.

ELECTRONIC SIGNATURE (eSignature). You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance and agreement as if actually signed by you in writing. You understand and agree that your eSignature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you.

ELECTRONIC DELIVERY OF STATEMENTS AND NOTICES. Upon your election of electronic delivery of statements and notices, you authorize the Credit Union, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time. Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements

and notices and upon your election of electronic delivery of statements and notices your agreeing to this Agreement also authorizes us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statues after they become effective. If there is more than one account owner, included but not limited to joint owners and authorized users, notice to any one owner will be effective for all.

WITHDRAWAL OF ELECTRONIC ACCEPTANCE OF STATEMENTS AND ALERTS. You may discontinue electronic delivery of your statements and the associated email notification at any time by selecting the paper option within Statement Preferences under the ESTATEMENTS tab in online banking or under the ACCOUNTS tab "Request Printed Statements".

SYSTEM REQUIREMENTS. In order for you to access and retain records in connection with the Online Banking Services you will need:

- An active email account.
- An active Internet service provider.
- An Internet web browser with capabilities to support a minimum 128-bit encryption. This requires a minimum web browser version of either Microsoft® Internet Explorer version 11 (desktop and mobile), Google Chrome 44 and newer, Mozilla Firefox 38 and newer, Microsoft Edge 15 and newer, Opera 17 and newer, Apple Safari 9.1.3 or newer on OS 10.9 and higher (laptops and desktop), Android 6.0 (Marshmallow) or newer, iOS 10.3.3 or newer, and Apple Safari (iPhone, iPad and iPod) Version 5 or newer for iOS 5 and higher.
- A printer or other device capable of printing and/or retaining agreements and documents.
- Software which permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader® Adobe Acrobat is free software available at www.adobe.com (<http://www.adobe.com/>).

SYSTEM REQUIREMENTS TO RETAIN DOCUMENTS. To retain documents for your records, your system must have the ability to either download to your hard drive or print PDF files.

REQUESTING PAPER COPIES OF DOCUMENTS. If, after consenting to receive documents electronically, you would like paper copies of the documents, you can print them from our website, or contact us using one of the methods under "Contact Information" below to request copies.

WITHDRAWING CONSENT FOR ELECTRONIC DOCUMENTS. You can elect to withdraw your consent to Electronic Communications at any time by contacting our Contact Center at 1-800-696-8830 during our business hours. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent.

CONTACT INFORMATION. If you need to contact us, use one of the following methods:

- Email: You can contact us by email memberservice@northcoastcu.com. This is not a secure email.
- Secure Email: You can contact us by secured email using the Secure Message in online banking.
- Call us at (800) 696-8830 to speak to a Member Service Representative.
- Mail us at North Coast Credit Union, Attn: Contact Center, 1100 Dupont St., Bellingham, WA 98225.