

You may use South Bay Credit Union's online services – Online Payment (collectively referred to as SBCU's e-Pay) – offered through PayTrace, only if you are a member of SBCU, properly register and email and password, and agree to these terms and conditions.

1. **General.** SBCU currently offers Online Payment through its online E-Pay.

SBCU's Online Banking service ("Home Banking") allows you to view your SBCU accounts via the Internet.

SBCU's E-Pay ("Online Payment") allows you to pay your SBCU loan via the Internet.

By accepting below or otherwise using Online Payment, you represent that you are the member of record for the SBCU account that you are enrolling in or that is enrolled in Online Payment, or duly authorized to act on behalf of, and with the express consent of, the member of record; and that you agree to the Terms and Conditions of this agreement ("Agreement").

2. **Eligibility.** To use any of SBCU's Online Services, you must have an open, eligible SBCU account, be properly enrolled in Online Banking and/or Online Payment, and be able to access and retain electronic documents over the Internet. The following additional eligibility requirements also apply:

- o **Online Payment** If SBCU determines that your loan(s) may only be paid with cash or at a SBCU branch, you are not eligible for Online Payment.

SBCU reserves the unqualified right to accept or decline to accept an application to enroll in Online Banking and/or Online Payment.

3. **Your Password.** You must use an e-mail and password ("Password") to access SBCU's Online Services. Your Password has the same effect as your written signature in connection with SBCU's Online Services and can be used to access money in your bank account. Your Password must be kept confidential at all times and should not be provided to any other party. You are responsible for keeping your Password confidential and protecting it against improper and unauthorized use. You are solely responsible for any and all transactions, entries or instructions initiated through the use of your Password, and any and all claims, losses, damages, expenses and costs incurred by the improper or unauthorized use of your Password and/or the use of your Password by others. If you believe that your Password has been lost or stolen, that someone has improperly accessed your account for SBCU's Online Services without your permission, or that the security of your Password has been compromised in any way, please contact SBCU immediately. You may also reset your Password online by selecting "Forgot Your Password" from the Returning Payee login page or by contacting SBCU as provided in the "Notices to SBCU" Section below. If you have forgotten your user name or Password, You will need to contact SBCU
4. **Availability.** SBCU's Online Services are designed to be available seven days a week, 24 hours a day, and SBCU will endeavor to update account balance and activity information during operating business days and hours. However, SBCU shall not be liable for any failure to send electronic notifications concerning your payment, for your inability to receive electronic messages or to access SBCU's Online Services, or for SBCU's delay in updating or failure to update any information, for whatever reason.

5. **Payment of SBCU loan(s) and/or share(s) accounts.** It is your sole responsibility to pay your SBCU loan(s) and/or share(s) on time to avoid late fees, collection activity or any legal action.
6. **Bank Account.** To use Online Payment, you agree that, by scheduling a payment from your Bank Account, you authorize SBCU to initiate debit entries to your Bank Account in such amount(s), and to initiate any debit or credit entries to your Bank Account necessary to correct any error in a payment. You also must authorize your Financial Institution to debit or credit your Bank Account in the amount of such payments or corrections. You agree that you have all necessary right, power, and authority to authorize each such payment. This authorization shall remain in full force and effect until SBCU has received notice from you of your termination of such authorization in such time and in such manner as to afford SBCU and your Financial Institution reasonable opportunity to act on it.
7. **Payment Amount Limitations.** For Online Payment, the amount of funds you may use is limited by the amount of available funds you have in your Bank Account, including any available overdraft protection you may have with your Financial Institution. You agree to maintain sufficient funds in your Bank Account to satisfy your loan payments and that SBCU will have no obligation to complete a transaction if sufficient funds are not available. You also understand and agree that access to your Bank Account may also be limited by your agreement(s) with your Financial Institution governing the Bank Account and by applicable law and regulations.
8. **Payment Processing for Online Payment.** Payments made through Online Payment received before 5:00 p.m. Pacific Standard Time, Monday through Saturday, will be credited to your SBCU account the same day. Payments made after 5:00 p.m. Pacific Standard Time, Sunday through Friday or on holidays, will be credited to your account the following business day. You are solely responsible for making payments sufficiently prior to the due date, and you are solely responsible for any late fees.
9. **Unauthorized Transfers.** If you believe someone has improperly accessed your Bank Account through Online Payment without your permission, contact SBCU immediately. You should also immediately contact your Financial Institution.
10. **Contact and Banking Information.** As a user of SBCU's Online Services, it is your responsibility to ensure that your contact and other required information such as your name and email address, and to the extent applicable, your Bank Account information, is current, accurate, and updated promptly. Changes to your contact and other information can be made online by logging onto your Online Banking (Home Banking).
11. **Fees.** SBCU charges \$5.00 convenience fee for using the Online Services. In addition, your Financial Institution may charge you fees related to your Bank Account, including transaction fees or fees for attempting transfers without sufficient funds. If a transaction is not honored by your Financial Institution, fees may be charged to your SBCU account. SBCU reserves the right to change the amount of the convenience fee for SBCU's Online Services after reasonable notice is provided to members using Online Services.
12. **Termination** You may choose to cancel any of the Online Services at any time with no fee. If you wish to discontinue Online Payment, you may cancel online by contacting SBCU or by sending a cancellation notice to the address shown below under "Notices to SBCU." Generally, within ten (10) days of SBCU's receipt of your request, termination will be effective.

SBCU reserves the right to discontinue any of the Online Services, and/or suspend or terminate your access to any of the Online Services, without notice, at any time or for any reason. SBCU will attempt to provide you with prior notice of discontinuance, suspension or termination by sending notice, but SBCU shall not be required to do so nor shall SBCU be liable for any failure to do so. **Neither suspension, termination nor discontinuation of Online Payment shall affect your liability for transactions initiated through such services using your Password.**

13. **Notices to SBCU.** Please direct all correspondence to the following e-mail address: **operations@southbaycu.com**. You may also contact SBCU at the following addresses or phone numbers:

- **For Online Payment:**
South Bay Credit Union
Attn: Operations
312 Pacific Coast Hwy Redondo Beach, Ca 90277
Telephone: 310-374-3436, Monday through Saturday from 10 a.m. to 5 p.m. Pacific Standard Time (excluding holidays)

14. **Amendments.** The terms of Online Payment and of this Agreement may be modified or amended by SBCU from time to time. In such event, SBCU will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on SBCU's Website. Any use of SBCU's Online Services after SBCU provides you with a notice of change will constitute your agreement to such change(s). You may terminate this Agreement if you do not agree with any such amendments.

15. **Assignment.** You may not assign this Agreement to any other party.

16. **Governing Law.** This Agreement shall be governed by the law of the State of California without regard to its conflicts of law's provisions.

17. **Disclaimer of Warranties.** SBCU's Website and any content, information, software, functions and applets provided on or through the Website are made available on an "as is" and "as available" basis. SBCU does not warrant that the Website or any content or services provided in connection with the Website, including SBCU's Online Services, will be timely, secure, uninterrupted, or error-free, or that defects in the Website or in any content or services provided through the Website, including SBCU's Online Services, as may exist from time to time, will be corrected. SBCU will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of or transmission of data through the Website, any services, including Online Services, or related content, including those due to communication line failures, or computer viruses associated with the operation of the Website. SBCU MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SCE'S WEBSITE OR THE ONLINE SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE TO USE SBCU'S WEBSITE AND THE ONLINE SERVICES AT YOUR SOLE RISK.

18. **Limitation of Liability and Indemnity.** SBCU, its affiliates or subsidiaries, and their officers, directors, employees, agents, successors, or assigns, will not be liable to you or any third party for any indirect, consequential, incidental, exemplary, special or punitive damages (including without limitation, damages resulting from lost data, lost profits, or costs of procurement of substitute products or services) arising out of or in connection with SBCU's Online Services.

You agree to defend, indemnify, and hold harmless SBCU, its affiliates and subsidiaries, and their officers, directors, employees, agents, successors, or assigns from any and all claims, liabilities,

costs and expenses (including reasonable attorneys' and experts' fees) arising in any way from your use of SBCU's Online Services, or the placement or transmission of any message, information, software, or other materials or content on or through the Website in connection with SBCU's Online Services by you or users of your Password, or related to any violation of these Terms and Conditions by you or users of your Password, unless caused by the sole negligence or willful misconduct of SBCU.

19. **Use of Electronic Communication.** By accepting below or otherwise using SBCU's Online Services, you also agree that any and all notices, disclosures and communications regarding Online Services between you and SBCU, including this Agreement, may be made electronically, including by SBCU posting to its Website in accordance with applicable law. Any electronic notice, disclosure or communication SBCU makes will be considered made when transmitted by SBCU.

20. **Privacy of Information.** You acknowledge that SBCU will receive certain personal, private and/or confidential information in connection with your use of SBCU's Online Services; and that absent your express authorization, SBCU will not rent, sell or otherwise make available to any third party for any reason any of this information that personally identifies you, your Bank Account or payments you make through Online Payment, other than to provide the Online Services or to comply with applicable laws or regulations, including court orders.

For more information, please see SBCU's online [Privacy Policy](#).

Your click of the "I Agree" button is a symbol of your signature that the information you have provided is true and correct; that you have read, understand, accept and agree to the terms of this Agreement; and constitutes your representation that you are duly authorized to bind the customer to these Terms and Conditions. You may print this Agreement for your records using the Print feature of your browser.

