

# Honda Federal Credit Union Digital Banking Agreement and Disclosure

PLEASE READ THESE TERMS OF USE CAREFULLY

## 1. Introduction

The purpose of Agreement is to disclose information, terms, conditions, and the various laws relating to your use and access of Honda Federal Credit Union's internet and mobile banking services (collectively, "Digital Banking"). This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent, there is no applicable federal law or regulation by the laws of the State of California. The terms "we," "us," "our," "Honda FCU" and "Credit Union" refer to Honda Federal Credit Union. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday, and Credit Union holidays.

Digital Banking can be used to access certain Honda FCU accounts. Each of your accounts at Honda FCU is also governed by the applicable account disclosure statement (your "Account Disclosures").

Please read this document carefully. You may want to print or save this document for future reference, or if you would like a paper copy you may notify us at the telephone number listed in Section 2, part G.

Your first login to Online Banking confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this Agreement.

## 2. Accessing Your Honda FCU Accounts through Digital Banking

### a) Access Requirements

To access your accounts through Digital Banking, you must have an eligible Honda FCU account (Section 2 c.), be a member in-good-standing, a Digital Banking User ID, and a password. You can log into Honda FCU digital banking at [www.hondafcu.org](http://www.hondafcu.org) or through our Apple or Google Play mobile app(s).

### b) Browser Requirements

Browser support is subject to change without notice, so we encourage members to configure their browsers for automatic updates. Use the latest version of your browser for the most secure experience.

Any browser not listed in the following table is considered unsupported.

Browser	Windows	MacOS
Google Chrome (Current and previous two major versions)	Recommended	Recommended
Mozilla Firefox (Current and previous two major versions)	Supported	Supported
Microsoft Edge (Current and previous two major versions)	Supported	Unsupported
Apple Safari (Current and previous two major versions)	Unsupported	Supported

### c) Accessible Accounts

Savings Accounts	Visa Classic
Holiday Savings Account	Visa Gold
Checking Accounts	Business Visa
Money Market Accounts	Vehicle Loans

Savings Certificates	Personal Loans
IRA Savings	Co-Maker Loans
IRA Savings Certificates	Classic Reserve
Roth IRA Savings	First Mortgage & DMI Subserviced Loans
Roth IRA Savings Certificates	Equity One
Education Savings	Equity Advantage & Equity Reserve
Education Savings Certificates	

**d) Fees**

There are no fees for enrolling in or accessing your account(s) through Digital Banking. Other fees, as described in the applicable Truth-in-Savings Disclosure, may apply to services ordered online and to transfers from a credit account.

Please note that fees may be assessed and billed separately by your online service provider.

See [Schedule of Fees and Charges](#) for additional information.

**e) Secure Messages**

Honda FCU has provided Secure Message forms for you to ask questions about your account(s) or give comments on your banking service. These Secure Message forms are accessible via the Messages section after you sign on with your password to a secure session of Digital Banking. To ensure the security of your account information, we recommend that you use only these Secure Message forms when asking specific questions about your account(s).

You cannot use Secure Messages to initiate transactions on your account(s). Banking transactions must use the appropriate functions within Digital Banking.

**f) New Services**

Honda FCU may, from time to time, introduce new services. We will update this Agreement to inform you of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.

**g) Questions**

If you have questions, you can contact us by sending a Secure Message via your mobile app or within Online Banking. In addition, you can reach our Contact Center at 800-634-6632. Standard messaging and data rates may apply. Refer to your mobile service provider for additional information.

**h) User Conduct**

You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items or use the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for the Credit Union or its affiliates or cause the Credit Union to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks

with viruses; (i) interfere with or disrupt the use of the Service by any other party; (j) use the Services in any manner to gain unauthorized entry or access into the Credit Union's computer systems; or (k) resell or make any commercial use of the Services.

**i) Limitations**

We cannot always foresee or anticipate technical or other difficulties with Digital Banking. These difficulties may result in loss of data, personalization settings, or other service interruptions. Notwithstanding the terms contained herein, with respect to Digital Banking, we do not assume responsibility for timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings.

**j) Privacy**

We are committed to keeping your information secure and confidential. To this end, these Terms and Conditions incorporate by this reference the [Reg P/GLBA Privacy Notice](#).

**k) Types of Transactions Allowed Using Digital Banking (Online & Mobile)**

Through Digital Banking, you can manage your accounts from your home or office on your personal computer or a mobile phone. You can use Digital Banking to:

- View account balances and review transaction history;
- Transfer money between accounts;
- Transfer money to pay your loan or other loans;
- Pay bills to any merchant, institution, or individual with a U.S. address;
- Send Person to Person (P2P) payments;
- Apply for a consumer loan;
- Communicate directly with Honda FCU via Secure Message;
- View Account Statements;
- View Check Images;
- Deposit checks via mobile deposit;
- Open an additional savings account;
- Open a share certificate;
- Enroll in eDocuments;
- Customize account Alerts;
- Reorder checks;
- Withdraw funds by check;
- Stop payment on check(s);
- Access your accounts through a downloadable application compatible with your mobile phone (Apple/Google Play);
- Use an account aggregation service to view information about your accounts, loans, and investments with other financial service providers;
- Enroll in Contextual Personal Finance Management (cPFM);
- Access your home loan if serviced by Dovenmuehle (DMI);

**l) Digital Banking Transfer and Usage Limitations**

**Please be aware of the following account limitations:**

- You may not wire funds;
- Bill Pay, account-to-account, and P2P payments must be made to domestic recipients;
- See additional limits for Mobile Banking deposits in Section 3(g) below;
- See Section 5(g) for additional Transfer Limitations;
- See additional Digital Banking funds transfer limits in our [Truth-In-Savings Disclosure](#).

**m) Special limitations for home loan payments serviced by Dovenmuehle (DMI)**

- The maximum amount you can pay towards a Honda FCU mortgage loan serviced by Dovenmuehle in a single day is \$99,999.99.
  - Above this amount, please call 855-385-1968.
- Mortgage loans may not be paid off via Digital Banking. If you would like to pay off your HondaFCU mortgage loan, please call 855-385-1968.

**3. Mobile Application Terms and Conditions**

The following additional terms and conditions apply to your use of Mobile Banking within Digital Banking.

**a) Mobile Application**

Visit the app store (Apple/Google Play) and download Honda FCU's mobile app that corresponds to your device. Launch the app and sign in to Digital Banking as you normally would, using your Login ID and password.

You will be asked to type in a Secure Access Code (SAC) for verification. To receive your SAC, you are provided with a list of channels to receive your Security Access Code: text message, email or an automated voice call. Once you have your SAC, type it in and you will be permitted to access your accounts. You will then be asked if you would like to register this device. Once the device is registered, you will no longer be asked to provide a SAC. You will only be asked to provide a SAC when you log into a device that has not been registered.

**b) Mobile Device Support**

Mobile Operations Systems (OS) support is subject to change without notice. We encourage Members to configure their mobile devices to automatically update newly available Operating Systems. Honda FCU Digital Banking mobile apps will always support the current OS and the previous two versions.

**c) Biometrics Requirements**

Our Mobile Banking app(s) support Fingerprint Login, Touch ID & Face ID Login.

To use these features, you must meet the following Operating System and Hardware requirements.

- Samsung Galaxy S7 or later
- Google Nexus 7 or later
- Google Pixel first generation or later
- End-user registration with Fingerprint Login and the device level

Touch ID and Face ID are only available for login authentication on supported Apple iOS devices. Fingerprint Login and Face Authentication are only available for login authentication on supported Android devices. These login authentication features require end-user registration at the device level.

**d) Mobile Banking Access Requests**

The Credit Union's Deposit Account Agreement, which includes disclosures applicable to Online Banking, also governs the use of Mobile Banking, your access, and your password and is incorporated herein by this reference as if set forth in full. You acknowledge receipt of the Credit Union's Deposit Account Agreement. The Terms and Conditions of which are incorporated herein

by this reference. In the event any provision in the Deposit Account Agreement conflicts with any provision in this Agreement, the parties agree that this Agreement shall control. In your electronic communications with us, you must use your User ID and Password. You may then use the tools provided by us.

We are entitled to act upon instructions we receive with respect to Digital Banking under your User ID and Password and you are liable for all transactions made or authorized with the use of your User ID and Password. We have no responsibility for establishing the identity of any person who uses your User ID and Password. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

You agree that we shall not be responsible for any loss, property damage, or bodily injury arising out of or resulting from our failure to provide you with access to Digital Banking, whether caused by the equipment, software, the Credit Union, Internet services providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair the use of Digital Banking, hurricanes, floods, or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damage relating in any way to the foregoing.

Digital Banking used in conjunction with your User ID and Password, is your authorization to complete the transaction. Any requests or instructions we receive from you through Digital Banking constitute writing with your signature as provided under all applicable law and shall have the same force and effect as a writing signed by you.

Your access to Digital Banking will be blocked in the event your User ID and Password are entered incorrectly on five consecutive attempts. If this happens, please call us at 800-634-6632 to have your account unlocked.

You understand the importance of your role in preventing misuse of your accounts through Digital Banking. You agree to protect the confidentiality of your account, account number and your personal identification information. Notwithstanding our efforts to ensure that Digital Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Digital Banking or e-mail transmitted to and from us will not be monitored or read by others.

**e) Responsibility**

You agree to notify us immediately if you lose, change or cancel your mobile phone number. If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel the Mobile Banking connected with your mobile phone immediately. You agree to comply with all applicable laws, rules, and regulations in relation to Mobile Banking. We make no representation that content or use of Mobile Banking is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

**f) Mobile Deposit**

Mobile Deposit or Mobile Remote Deposit Capture (mRDC) allows you to make check deposits to your Honda FCU share accounts using your mobile device by taking a picture of both sides of a check and submitting the images and associated deposit information to Honda FCU for deposit.

**g) Mobile Deposit Account Limitations**

The accounts allowed for deposit through this service are Savings, Checking, Money Market, and Investors Advantage Accounts. You may not deposit checks to loans, share certificates, IRA accounts, and Corporate Accounts for HFCU, HDMA, or AHM.

If you forget to select an account to deposit to, an amount to deposit, or take a photo, you will receive an error when you submit the image for deposit. The error message will indicate what information needs to be corrected.

NOTE: If the deposited check is rejected during final processing, your account will be debited for the returned item within one (1) business day. You will receive an email indicating the deposited item was not accepted.

The maximum dollar limit of a check to be deposited and accepted by the Mobile Deposit system is \$3,000. The daily aggregate limit for deposits is \$3,000. For the first thirty (30) days, new accounts are restricted to a maximum deposit of \$1,000 per item and a daily aggregate limit of \$1,000.

You understand that following our receipt and processing of the check image, the first \$275.00 from your check deposit will be made available for your withdrawal and/or use immediately when the deposit is received. Longer delays may apply to the remaining deposit balance, as set forth in our Funds Availability Policy, located in the Deposit Account Agreement and Truth-In-Savings Disclosure, which are available at your request. You further understand and agree that we may make such funds available sooner in our sole discretion. You also understand and agree that credit is provisional until settlement is final. For purposes of determining the receipt of your deposit, items deposited via Mobile Remote Deposit Capture are considered received by the Credit Union when the capture system acknowledges by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification.

The minimum check amount that can be deposited is \$0.01. The day (24 hours) begins at 12:00:00 am ET and continues to 11:59:59 pm ET.

**h) Mobile Deposit Support**

End users on unsupported OS versions may still access digital banking through the mobile browser. The mobile browser does not offer native app features such as Mobile Remote Deposit Capture (mRDC).

The following table provides mobile network connectivity requirements for Honda FCU Mobile Apps:

Mobile Network Connectivity:
5G
4G LTE
Wi-Fi

Digital Banking can be used twenty-four (24) hours a day, seven (7) days a week, except when our system is unavailable due to scheduled maintenance or system outages. We are not responsible for the unavailability of the service or any damage that may result from its availability.

If you have an error or question with respect to any deposit, please follow the instructions listed in this document under **Section 5. Digital Banking Terms and Conditions (j) "Questions or Error Correction on Digital Banking Transactions"**. Honda FCU reserves the right to conduct possible

periodic audits of the mobile capture process.

Only the following items are eligible for Mobile Remote Deposit: checks drawn on U.S. financial institutions in U.S. dollars or checks drawn on the United States Treasury or checks drawn on any state or local government of the United States. Check must be payable to you and endorsed by you with a restrictive endorsement i.e. ***“For Honda FCU Mobile Deposit Only”***

**i) Mobile Deposit Agreement**

You agree not to attempt to use Mobile Remote Deposit to deposit checks with any of the following characteristics:

- The check is not payable to you;
- The check is payable to Cash;
- Traveler’s checks;
- Checks transmitted from an OFAC-restricted country;
- Registered government warrants;
- There is an apparent unauthorized alteration to the front of the check;
- You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- The check is payable in a currency other than U.S. dollars;
- The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act;
- The check has been remotely created (as defined in Regulation CC);
- The check has been previously submitted for deposit;
- The date of issue of the check is more than six (6) months prior to the attempted deposit date;
- You have any reason to believe that the check will not be paid by the institution on which it is drawn; or
- The check is drawn from a financial institution outside the United States.

In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection, you agree to defend, indemnify, and hold Honda FCU and its agents, employees, and volunteers harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check.

The check images transmitted via Mobile Deposit must be legible and compliant with requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse, or association. We may terminate or change the terms of the Mobile Deposit service at any time, including but not limited to the categories of checks we will accept for deposit via Mobile Deposit or endorsement requirements, with or without notice to you. We may, at our sole discretion, refuse to accept any item presented for deposit via Mobile Deposit. Via the previously agreed upon method, we will notify you if we do this. We will have no liability to you for declining to accept items presented for deposit via Mobile Deposit.

You agree not to copy, reproduce, distribute or create derivative works from the content of the Mobile Deposit service or to reverse engineer or reverse compile any technology used to provide the Mobile Deposit service. Honda FCU and our third-party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology, and websites.

After receipt by Honda FCU of any transmission by you of imaged items for deposit to your account, Honda FCU will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Deposit for a reasonable period to verify settlement and credit or to balance periodic statements, but at least sixty (60) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e. after the original checks have already been presented for deposit via the Mobile Deposit service) and (ii) unauthorized use of information derived from the original checks. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized people during the destruction and disposal process, and once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., with competent shredding equipment).

We may terminate your use of Mobile Deposit and therefore mobile banking service at any time, with or without cause. We may suspend or terminate the Service without prior notice to you if: you breach any agreement with us; we believe there has been or may be a breach in the security of the Service or unauthorized activity involving your account; or we are uncertain regarding the authorization, completeness, or accuracy of check information sent to us. Any termination will not affect obligations arising prior to termination, such as the obligation to process checks transmitted to us prior to the termination date or your obligation to indemnify us.

Our liability and your remedy for actual costs and losses resulting from our failure to process checks under the Terms and Conditions shall not exceed the direct monetary damages that you incur as a result of our failure. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties who are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy, or omission in any information provided to us; (d) any error, failure, or delay in the transmission or delivery of data, records, or checks due to a breakdown in any computer, mobile transmission, or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g. from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (h) your failure to provide us with complete and correct check images and data in accordance with the Terms and Conditions and our Service instructions; (i) the return of any check by the institution upon which it is drawn; (j) the unavailability of the Service for any reason; (k) any information that is lost, intercepted, or destroyed during its transmission to us; or (l) limitations placed on transactions by the Federal Reserve, clearing houses, or exchange network rules or guidelines.

Although we may attempt to detect errors in your instructions (e.g. you send an image of the same check to us twice) we assume no liability for failing to do so. We will not be responsible under any circumstances or under any legal theory for special, indirect, or consequential damages, including (without limitation) any loss of profits, opportunity, or goodwill that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages.

You understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in the Check 21 Act including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. Honda FCU and its agents may, but shall have no obligation, to screen items or substitute checks for legal compliance. You agree to defend, indemnify, and hold Honda FCU and its agents harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

**j) HPay Pay-a-Bill**

You will have access to bill payment features through HPay Pay-a-Bill. The HPay Pay-a-Bill Terms of Service Addendum will outline the service terms and conditions. You must review and accept the HPay Pay-a-Bill Terms of Service prior to using the service.

**k) HPay Pay a Person**

You will have access to person-to-person payment features through HPay Pay-a-Person. The HPay Pay-a-Person Terms of Service Addendum will outline the service terms and conditions. You must review and accept the HPay Pay-a-Person Terms of Service prior to using the service.

**5. Additional Digital Banking Terms and Conditions Applicable to the Service**

The first time you access your Honda FCU accounts through Digital Banking, confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

**a) Enhanced Security**

Enhanced Security gives our members and their accounts additional layers of protection from fraud by using several methods of identity confirmation. After you enter your User ID and password for the first time (either as a new member or first-time user of this new system), you will be asked to provide a Secure Access Code (SAC) for verification. You are then provided with a channel to receive the Security Access Code either by text message, secure message or you will receive an automated call. Once you have your SAC, type it in and you will be permitted to access your accounts. You will be asked if you would like to register this device. Once the device is registered, you will no longer be asked to provide a SAC. However, you will be asked to provide a SAC every time you log into a device that has not been registered.

If you have any questions, please contact the Credit Union at 800-634-6632.

**b) Your User ID and Password**

Your user ID and password may be used in conjunction with a Secure Access Code. Your use of your Secure Access Code, User ID, and Password is your authorization to access your Honda Federal Credit Union account(s). For support with your User ID, Password, or Secure Access Code, please call us at 1-800-634-6632 or click on the "Forgot Password" link on the login page.

We recommend that you change your password regularly. Honda FCU is entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this password and do not write it down. You are responsible for keeping your password and account data confidential.

**c) Limitation of Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Honda FCU, OR by Internet browsers such as Chrome, Edge, Firefox, Safari OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damage arising in any way out of the installation, use, or maintenance of the equipment, software, the Online Banking, Mobile Banking, or Internet browser or access software.

**d) Hours of Accessibility**

You can access your Honda FCU accounts through Digital Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all Digital Banking services may not be available due to system maintenance.

**e) Obtaining Account Balance and Transaction History**

You can obtain balance and transaction history on all eligible accounts that are available in Digital Banking. See Section 2 for specific accounts accessible through Digital Banking. Account balance and transaction history reflect activity through the close of the previous business day.

**f) Additional Transfer Limitations**

The number of transfers from a savings account may be limited as described in the applicable Account Disclosures. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**g) Changes to Charges, Fees, or Other Terms**

We reserve the right to change the charges, fees, or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms we will update this Agreement, and either send a notice to you at the address shown on our records or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for internet transactions, or of any stricter limits on the type, amount, or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

**h) Disclosure of Account Information**

You authorize Honda FCU to disclose to third parties, agents, and affiliates, including but not limited to, independent auditors, consultants, or attorneys, the information you have provided or that we have obtained about your accounts and the transfers you make:

- i. To comply with government agency or court orders or requests; or
- ii. To verify the existence and condition of your account for third party, such as a credit bureau or merchant; or
- iii. Where it is necessary for completing transfers; or
- iv. To provide services relating to your account or to offer other products and services; or

- v. If you give us your permission.

Through Honda FCU Digital Banking involving a Honda FCU account, you should do one of the following:

- i. Send a secure message to Honda FCU Member Service by logging into Digital Banking > Messages.
- ii. Call Honda FCU at 1-800-634-6632, Monday, Tuesday, Thursday, and Friday 8:00 am - 8:00 pm ET, and Wednesday 9:30 am - 8:00 pm ET.
- iii. Write Honda Federal Credit Union, P.O. Box 2290, Torrance, CA 90502-2290, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.

**j) Questions or Error Correction on Digital Banking Transactions**

In Case of Errors or Questions about Your Electronic Transfers, Telephone us at 1-800-634-6632 or write us at P.O. Box 2290, Torrance, CA 90502-2290 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- i. Tell us your name and account number (if any).
- ii. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- iii. Tell us 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 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 credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**k) Preauthorized Credits**

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-800-634-6632 to find out whether or not the deposit has been made. You may also enroll in Digital Account Alerts & Push Notifications within Digital Banking to notify you of deposits to your account.

**l) Right to Stop Payment on Drafts or Preauthorized Debits and Procedure for Doing So**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call us at **1-800-634-6632**, write to us at **P.O. Box 2290, Torrance, CA 90502-2290**, or initiate a stop payment by logging into Digital Banking > Services > Stop Payment in time for us to receive your request **three (3) business days** or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$15.00 for each stop payment order you give.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. However, there are some exceptions.

We will not be liable:

- i. If, through no fault of ours, you do not have enough money in your account to make a transfer.
- ii. If a legal order directs us to prohibit withdrawals from the account.
- iii. If your account is closed or if it has been frozen.
- iv. If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- v. If you, or anyone you allow, commits any fraud or violates any law or regulation.
- vi. If any electronic terminal, telecommunication device, or any part of the electronic fund transfer system is not working properly.
- vii. If you have not properly followed the instructions for using Digital Banking.
- viii. If circumstances beyond our control (such as fire, flood, or improper transmission or handling of payment by a third party) prevent the transfer despite reasonable precautions taken by us.

**n) Other Agreements**

In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Deposit Account Agreement, the Credit Unions and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable state and federal laws and regulations.

**o) Honda Federal Credit Union's Right to Terminate this Agreement**

The Credit Union reserves the right to terminate this Agreement and your access to the Services, in whole or in part, at any time.

**p) Exclusions of Warranties and Limitation of Damages**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATION, AND OPERATION OF YOUR COMPUTER AND MOBILE DEVICE(S). NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

THE FOREGOING SHALL CONSTITUTE HONDA FEDERAL CREDIT UNION AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL HONDA FEDERAL CREDIT UNION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

**q) Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement at 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.

**r) No Waiver**

The Credit Union and its Digital Banking Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of California, without regard to its conflict of law provisions.

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE SERVICE. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY

**s) Indemnity**

You agree to indemnify, defend, and hold the Credit Union harmless (by Counsel of Credit Union's choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service, any negligent or intentional action or inaction, and/or any breach of this Agreement. The parties agree that this paragraph shall survive the termination of this Agreement.

**6. Protecting Your Account**

**a) Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Honda FCU at 1-800-634-6632.

i. **Protecting Personal Information**

In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information combined with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same care that you protect your account information.

b) **Unauthorized Transactions in Your Honda FCU Accounts**

Notify us at once, if you believe another person has improperly obtained your password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Honda FCU at 1-800-634-6632, Monday, Tuesday, Thursday & Friday, 8:00 8:00 pm ET and Wednesday 9:30 am 8:00 pm ET or write Honda Federal Credit Union, P.O. Box 2290, Torrance, CA90502-2290.

If your password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you cannot be liable for more than \$50 if someone used your password without your permission to access a Honda FCU deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could be liable for as much as \$500.

Also, if your statement shows withdrawals, transfers, or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking the money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay kept you from telling us, the time periods in this section will be extended.

NEITHER THIS INSTITUTION, NOR ITS SERVICE PROVIDERS, WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PASSCODE. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY AT 1-800-634-6632.

c) **Security**

i. **Encryption**

The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Digital Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption minimally. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". This means your communications are scrambled from your browser to our servers so no unauthorized party can read the information as it is carried over the Internet.

**ii. Certificate Authority**

The servers hosting Digital Banking have been certified by a Certificate Authority to assure you that you are talking to the Service instead of someone pretending to be us. If you are using an older browser, you will see that the Certificate Authorities key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it is valid.

**d) Additional Security Guidelines**

All Authorized Users should sign off after every Service session; however, online sessions will automatically end after twenty (20) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log in.

The security of public computers cannot be assured; therefore, we recommend that you refrain from accessing the Service on a public computer.

Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.

Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

Periodically update your computer operating system and browser for critical security-related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing theService.

**e) Your Password Responsibilities**

When you accept the terms and conditions of this Agreement, 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 transfers and payments you authorize using the Service. If you permit other people to use the Service, 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 the Service without your consent or has transferred money without your permission, you must notify us at once by calling 1-800-634-6632 during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G. SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

In addition to the security features described above, there may be other security-related notices posted on our website or the Service from time to time. It is your responsibility to read all security notices.

Access to our Digital Banking services may be canceled in whole or part without prior notice, for any reason at any time, including due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason accessibility will automatically terminate. After cancellation, Digital Banking may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. To reinstate your services, you must call Honda FCU at 1-800-634-6632.

After termination or suspension of Digital Banking, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. To request reinstatement of Digital Banking, you may reapply online if your account is open and in good standing.

If you do not access your Honda FCU accounts via Digital Banking for any three (3) month period. Honda FCU reserves the right to discontinue your service.

**PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT.**

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