

Local Change Services Agreement

This Local Change Services Agreement ("Agreement") contains the terms and conditions for the use of Local Change Services that Elevations Credit Union ("Credit Union", "us," or "we") may provide to you ("you," "Member" or "User") for the benefit of Elevations Foundation ("Foundation"). Elevations Foundation is an independent 501(c)(3) non-profit corporation, that was formed to provide scholarships and charitable support to the community. The word "Local Change" or "Local Change Service" means the automated donation services facilitated by the Credit Union to enable you to donate money to the Foundation via automated transfers from your account. The word "account" means any one or more deposit accounts you have with the Credit Union. By using the Local Change Service, Member and any joint owners or authorized users, jointly and severally, agree to the terms and conditions contained in this Agreement, and any amendments. Other agreements you have entered into with Credit Union, including your Membership and Account Agreement, as amended from time to time, are incorporated by reference and made a part of this Agreement.

1. Service. The Local Change Service (the "Service" or "Services") is designed to allow you to make automated donations to the Elevations Foundation from your Credit Union account. All consumer deposit accounts, excluding IRAs and HSAs, in good standing are eligible for the service. To enroll the account owner must be at least 18 years of age or older. Purchases made using checks, ACH, or other means of payment do not qualify for participation in the Service. The donation amount is determined by rounding each debit card transaction to the next whole dollar, where the difference between the transaction amount and next higher whole dollar is the amount of donation attributable to that transaction. The total of all donations stemming from transactions occurring each day is then deducted from your account the next day and donated daily in a lump sum. In other words, the daily donation is an aggregate total of all rounding. For example, if two debit card transactions in the amounts of \$15.02 and \$4.75 respectively were posted to your account in a single day, then the total donation for the day would be \$1.23. This is based on the rounding of \$0.98 for the first transaction (\$15.02 rounded up to \$16.00) and \$0.25 for the second transaction (\$4.75 rounded up to \$5.00). The enrolled account must have sufficient available funds to cover the donation total or no donation will be made. If the amount of a donation would cause the designated monthly donation limit to be exceeded, then the amount of the donation will be limited to that amount that will cause the total monthly donation limit, and no further donations will be permitted for the remainder of that month. The donation calculation is based on the date the transaction posts to the account rather than the transaction date.

2. Acceptance of these Terms. Your enrollment in the service, or your use of the service, constitutes your acceptance of the terms of this Agreement.

3. Limitations of Service. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, at any time without prior notice to you.

4. Monthly Limits. The service does not have a limit on the total donations made daily, monthly or yearly. However, you may request the Credit Union to set monthly donation limits at any time at any branch location, by phone or by mail. Once a monthly donation limit has been set, donations each month will cease once the specified donation limit has been achieved.

5. Transaction Errors. You agree to notify Credit Union of any suspected errors regarding the Service right away, and in no event later than 30 days after the date your monthly Credit Union account statement is

sent to you. Unless you notify Credit Union within such 30 day period, all donations made through the Service shall be presumed correct, and the Credit Union shall have no liability for such alleged error.

6. Termination / Opt-Out. You may revoke your authorization for Local Change Service at any time at any branch location, by phone or by mail. Your notice of revocation must include both your name and your account number so that we can properly identify your account. We may terminate this Agreement or your participation in the Local Change Service at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by you or the Credit Union, upon written notice to the other party. Without limiting the foregoing, this Agreement may also be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Membership and Account Agreement or any other agreement with us.

7. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

8. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

9. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ELEVATIONS CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. ADDITIONALLY, YOU AGREE THAT THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY OVERDRAFTS OR RETURNED TRANSACTIONS THAT ARE THE RESULT OF INSUFFICIENT AVAILABLE BALANCES CREATED WHOLLY OR PARTIALLY BY THE SERVICE. THE CREDIT UNION'S LIABILITY RELATED TO THE SERVICE SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER IN CONJUNCTION WITH THE SERVICE, AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL DONATIONS MADE BY MEMBER THROUGH THE SERVICE DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS, WHETHER OR NOT THE

CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

10. Non-Refundability of Donations. All donations are non-refundable. If a card purchase is subsequently canceled or reversed, the corresponding donation will not be refunded. All donations generated by the service are unrestricted donations to Elevations Foundation. The Foundation and its directors shall have sole discretion for usage of funds. You may request information pertaining to the Foundation's usage of funds in writing. All written requests should be forwarded by United States mail to: Elevations Foundation, ATTN: Executive Director, P.O. Box 9004, Boulder, Colorado 80301-9004.

11. Reporting of Donations. The Elevations Foundation is responsible for tracking and providing you reporting on total donations made each year. While the Credit Union will provide summary totals for donations made through the service on your monthly statements, the Credit Union does not warrant the accuracy of those totals for tax purposes. Any questions about donation totals and tax reporting should be submitted in writing directly to: Elevations Foundation, ATTN: Executive Director, P.O. Box 9004, Boulder, Colorado 80301-9004.

12. Lost, Stolen or Reissued Cards. If you receive a new debit card due to your current card being lost, stolen, or reissued, your participation in the Service will continue. There is no need to re-enroll in the Service.

13. Severability. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

14. Amendment. This Agreement is subject to change from time to time. The Credit Union reserves the right, in its sole discretion, to modify the terms of the services or this Agreement, upon prior written notice to you at the address or e-mail address shown in our records, by posting a notice or an amended Agreement on our Website, or by delivering a notice to you. You may choose not to accept the change by terminating this Agreement and your use of the service. If you continue to utilize the service after the effective date of the amendment, you have agreed to the new terms.

15. Governing Law. This Agreement is governed by the laws and regulations of the state of Colorado, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement or related to the service may be brought in any county in Colorado in which the Credit Union maintains business offices.