

WESTERRA DIGITAL BANKING DISCLOSURES

This Agreement and Disclosure provides information about Westerra Credit Union Digital Banking Service (“Westerra Digital”). For the purpose of this document, the words “you,” and “yours” shall refer to each member who is eligible and signs up for Westerra Digital and the words “we,” “us,” “our,” “Westerra” and “Credit Union” shall refer to Westerra Credit Union. The word “Account” means any one or more accounts you have with the Credit Union. Please read this disclosure carefully because it represents our mutual agreement with respect to transactions on Westerra Digital. You should print out and keep this disclosure statement for future reference. The terms and conditions outlined in this Agreement for each service and feature only apply if you use those services and features.

Westerra Privacy Policy

Eligibility:

You understand that in order to use Westerra Digital, you must have an Account with Westerra and a self-chosen username and password.

Westerra Credit Union username and password:

Westerra uses your unique member ID (“Westerra username”) which will serve as your identification when using our Internet account access services. In addition to your Westerra username, we require the use of a password which you may change at your convenience. These two unique pieces of information provide online protection and enable you to view your account information quickly, easily and safely. NOTE: Westerra Credit Union will never ask you for your password. Please keep your Westerra username and password in a secure place. If you feel either may have been lost or compromised, please notify Westerra Credit Union immediately at [303-321-4209](tel:303-321-4209) or [1-800-858-7212](tel:1-800-858-7212).

General Information about Westerra Digital:

Westerra Digital is an Internet account access service. You may access your Account by computer, using your Westerra username, password and Internet connection, at virtually any time, day or night, 7 days a week to (1) check account balances, (2) transfer money (3) check the history of your Account, (4) pay most bills with Westerra Digital Bill Payment Service and (5) obtain Westerra product and service information. However, Westerra Digital may occasionally be unavailable due to record updating or technical difficulties.

Westerra may discontinue or restrict Westerra Digital transactions without notice. You may terminate this agreement at any time by giving the Credit Union written notice. Entering your password when you sign in to Westerra Digital means you have read, understood and agreed with the disclosure connected with this service. You agree to be bound by future

changes in terms that will be provided electronically. Additionally, you agree to be bound by future changes in terms relating to fees and consumer liability, notice of which shall be given in writing by email, secure message in Westerra Digital, or mail at least twenty-one (21) days prior to implementation. You agree to review the disclosures that are provided each time you access Westerra Digital.

Equipment and Technical Requirements:

To use Westerra Digital, you must have one or more of the following: (1) a valid email address; (2) a current supported version of a web browser; (3) a current version of our Mobile Banking application; (4) a connection to the internet; (5) a current version of a program that reads and displays PDF documents, for viewing and retaining certain disclosures; (6) a printer, if you wish to print your disclosures and retain your records on paper; (7) the capacity to store information; and (8) an internet access device, such as a smartphone, tablet, computer desktop, or laptop, with a current supported version of an operating system capable of supporting the above. We reserve the right to discontinue support of a current version of software for security or stability purposes. We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to Westerra Digital. From time to time, we may offer services or features that require your web browser to be configured in a particular way, such as permitting the use of JavaScript or cookies. You understand that Westerra does not make any warranties on equipment, hardware, software or Internet Service Provider service, or any part therein, expressed or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.

Consumer Liability Disclosure:

If you inform us within two (2) business days after you learn of unauthorized access to your Account, you can lose no more than \$50 from your Account due to such unauthorized access. Otherwise, if you fail to notify Westerra that your password has been compromised or your Account has been accessed without your authorization, you could lose all the money in your Account, plus your maximum overdraft line of credit. If you do NOT inform us within two (2) business days after you learn of the unauthorized access, and we can prove we could have stopped someone from using your account without your permission had you informed us, you could lose as much as \$500 from your Account.

By accessing Westerra Digital, you agree that it is your responsibility to safeguard your password in order to prevent unauthorized transactions and/or Account access. You also agree that Westerra may revoke Internet account access if unauthorized account access and/or transactions occur (1) as the apparent result of your negligence in safeguarding your

password, (2) for any violation of the terms of use described herein, (3) for use of the system for illegal activities or (4) for any other use of the system that, in Westerra's opinion presents an unreasonable risk of damage or loss to Westerra, its members or third parties.

You agree to notify Westerra AT ONCE if you believe that your password has been lost or stolen or that your account has been accessed without your authorization. Utilize the following information to contact Westerra:

Westerra Credit Union 3700 E. Alameda Ave. Denver, CO 80209

Business Days: Monday through Friday, excluding federal holidays.

Telephone Service Center: [303-321-4209](tel:303-321-4209) or [1-800-858-7212](tel:1-800-858-7212).

The best way to minimize your possible loss is to immediately contact Westerra by telephone, although you may advise Westerra in person or in writing.

Advice Westerra AT ONCE if your Account statement evidences any electronic fund transfer that you did not make or authorize. If you do not tell us within sixty (60) days after the first statement that reflected the unauthorized transfer was mailed to you, you may not be reimbursed for the unauthorized transfer, provided we can prove that we could have stopped the unauthorized transfer had you informed us in the allotted time. Westerra reserves the right to extend the above time periods for good cause shown.

Fees:

Access to Westerra Digital is free. However, regular charges and fees apply to certain transactions. Current fees are listed on the Service Charge and Fee Schedule located on the [Resources – Disclosures & Agreements](#) section of the Westerra Credit Union website (<https://WesterraCU.com>). Westerra reserves the right to charge for Internet Account access services. You will be given at least thirty (30) days advance notice before Westerra Credit Union implements any charges or fees for any Internet Account access related services.

Liability for Failure to Make Transfers:

If Westerra does not complete a transfer to or from your account on time or in the correct amount according to this disclosure statement with you, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. However, there are some exceptions. We will NOT be liable, if: (1) Through no fault of ours, you do not have enough money in your account to make the transfer; (2) The terminal or computer was malfunctioning in a manner which you knew, or reasonably should have known, would adversely affect the completion of your transaction; or (3) Circumstances

beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

Account Information:

We will disclose information to third parties about your account or the transactions you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) In order to comply with a government agency or court orders; or (4) If you give us written permission.

Error Resolution Notice:

Immediately call or write us at the telephone number or address listed above if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You may also email us at Email@WesterraCU.com or send a secure message through Digital Banking. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If you inform us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

In informing us of an error regarding your electronic transfers: (1) Tell us your name and account number; (2) Describe the error or 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; and (3) Tell us the dollar amount of the suspected error.

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.

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.

eStatement Agreement

By agreeing to these terms you agree to receive your statement and other disclosures, which are required to be provided to you by law, electronically. After agreeing to these

terms, you will no longer receive paper statements or notifications (i.e. CD Maturity Notice, Address Change Confirmation Request, Overdraft Notice, et. al.) that would otherwise be sent to you in paper form via U.S. Postal Service.

In making this election, you retain the right to notify Westerra Credit Union of your decision to rescind this election and to begin receiving statements, disclosures and notices in paper form. If you choose to rescind this election, you agree to provide us notification no less than five (5) business days prior to the date that the periodic statement would normally be made available to you. Further, you agree that you will provide this notification by email to Email@WesterraCU.com or by calling the Credit Union at [303-321-4209](tel:303-321-4209) or [1-800-858-7212](tel:1-800-858-7212). Withdrawal of this consent may result in a change of terms to your spending/checking account with the Credit Union. Please contact the Credit Union at the above telephone number to identify how this electronic statement election may affect your account. There is no fee for requesting paper documentation.

If, during the period of time that you have elected to receive statements electronically, and you wish to receive a paper copy of any individual statement, you may do so by contacting the Credit Union at the email address or telephone number noted above.

Hardware and Software Requirements and Method of Obtaining Electronic Statements, Disclosure and Notifications.

To use Westerra Digital, you must have one or more of the following: (1) a valid email address; (2) a current supported version of a web browser; (3) a current version of our Mobile Banking application; (4) a connection to the internet; (5) a current version of a program that reads and displays PDF documents, for viewing and retaining certain disclosures; (6) a printer, if you wish to print your disclosures and retain your records on paper; (7) the capacity to store information; and (8) an internet access device, such as a smartphone, tablet, computer desktop, or laptop, with a current supported version of an operating system capable of supporting the above. We reserve the right to discontinue support of a current version of software for security or stability purposes. We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to Westerra Digital. From time to time, we may offer services or features that require your web browser to be configured in a particular way, such as permitting the use of JavaScript or cookies. You understand that Westerra does not make any warranties on equipment, hardware, software or Internet Service Provider service, or any part therein, expressed or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.

The electronic statements, disclosures and notices will be available at www.WesterraCU.com for no less than 90 days. To retain a copy for your purposes, you should print this information using the print command in either of the browser software packages named above.

Identity Verification

Westerra Credit Union offers mobile access to authenticate a user over SMS. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Message & Data rates may apply. Users will be allowed to opt out of this program at any time.

Questions: You can contact us by phone at [303-321-4209](tel:303-321-4209), by email at Email@WesterraCU.com, or by sending a secure message through Digital Banking.

Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless.

Bill Pay

The use of this Bill Pay Agreement (this "Agreement") requires that you read and agree to the terms and conditions contained herein. This Agreement between you and Westerra Credit Union ("Credit Union," "we," "our," or "us") governs your use of the bill pay services (the "Services"). The Services allow you to make one-time or recurring payment to others from your account using the Credit Union's Services contained within the digital or mobile banking portals (collectively, "Digital Banking"). The payment for each bill payment transaction requested will be debited from your account immediately upon submission of the bill payment request.

When you use the Services, or authorize others to use them, you agree to the terms and conditions of this Agreement.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SERVICES.

- Use of Digital Bill Pay.

The Service permits you to send funds: (a) a person or entity to which you wish a payment to be directed or the entity from which you receive electronic bills (each person or entity, a "Payee"); (b) to other persons with accounts outside of the Credit Union; and (c) to your other accounts (persons described in (b) and (c), each a "Non-Biller Payee(s)").

- Payment Scheduling.

1. To schedule a payment, you must select a date your payment will be debited (such date, the “Scheduled Payment Date”) for each Payee. This will determine the date for your Payee to receive the payment (the “Deliver By Date”). When scheduling such payments, you must select a Scheduled Payment Date that results in a “Deliver By Date” which is no later than the date reflected on your Payee statement for which the payment is due (the “Due Date”) unless the Due Date falls on a nonbusiness day. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that results in a Due Date which is at least two (2) business days before the actual Due Date. All Deliver by Dates must be prior to any late date or grace period permitted by the Payee.
2. The necessary funds must be made available in the checking account from which bill payments will be debited (your “Payment Account”) on the Scheduled Payment Date.
3. The earliest possible Deliver By Date for each Payee (typically four business days from the current date if the Payee is capable of receiving the payment electronically or up to ten business days if the Payee is not capable of receiving the payment electronically) will be designated within the Service when you are scheduling the payment. Therefore, the Service will not permit you to select a Deliver By Date prior to the earliest possible Deliver By Date designed for the Payee. If the Payee permits, for a fee, the Credit Union may also offer a rush payment option (typically one to three business days) which may be paid via check or electronic payment, if supported by a Payee.
4. You may choose to schedule payments to recur in the same amount at regular weekly, every other week, every four weeks, monthly, twice monthly, semi-monthly, every three months, every six months, or annual intervals. When you create a new Payee in the Service, it may take two business days to set up the Payee to receive payments. You should schedule a payment to a new Payee at least fourteen business days before any payment Due Date, to allow the Service time to set up the Payee and verify information about your account with the Payee.
5. For all subsequent payments, you agree to allow at least four to fourteen days between the Scheduled Payment Date and the payment Due Date.
6. If the Digital Banking session during which you schedule a payment or transfer ends by 2:00 PM MT on a business day, the Service will be considered to have received it on that day. Otherwise, it will be considered received on the following business day.
- Prohibited Transactions.

You agree not to use or attempt to use the Service: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a “money service business” as defined in Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Credit Union has no obligation to monitor your use of the Service for transactions and activity that are impermissible or prohibited under the terms of this Agreement; provided, however, that Credit Union reserves the right to decline to execute any transaction or activity that Credit Union believes violates the terms of this Agreement. PAYMENTS TO PAYEES AND NON-BILLER PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH THE SERVICE.

- Payment Authorization and Payment Remittance.
 1. By providing the Service with names, contact information, and/or account information of Payees and Non-Biller Payees to whom you wish to direct payments, you authorize the Service to follow the information provided by you to the Service for a payment to be made to a Payee or Non-Biller Payee (such as, but not limited to, Payee/Non-Biller Payee name, Payee/Non-Biller Payee contact information, Payee/Non-Biller Payee account number, and Scheduled Payment Date) (such information, “Payment Instructions”) that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee/Non-Biller Payee directives.
 2. When any payment or other online service generates items to be charged to your Payment Account, you agree that the Service may debit your Payment Account without requiring your signature on the item and without prior notice to you.
 3. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date.
 4. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service, Payee or Non-Biller Payee, or payments remitted to you on behalf of another authorized user of the Service.

5. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- A. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your [overdraft account](#);
 - B. The payment processing center is not working properly and you know or, to the extent reasonably practicable, have been advised by the Service about the malfunction before you execute the transaction;
 - C. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, email address, or account information for the Payee or Non-Biller Payee; and/or,
 - D. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction. Provided none of the foregoing exceptions are applicable and you have a consumer account, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges. Provided none of the foregoing exceptions are applicable, and you have a business account, liability of the Service and the Credit Union will be set forth in Section 5, below.
- Additional Provisions Applicable Only to Business Accounts.

1. Protecting Your Login Credentials.

You agree that the Credit Union may send notices and other communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Credit Union will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to:

1. keep your user name and password (“Login Credentials”) secure and strictly confidential;
 2. instruct each person to whom you have authorized to have user Login Credentials that he or she is not to disclose it to any unauthorized person; and
 3. immediately notify us and select new Login Credentials if you believe your user Login Credentials have become known to an unauthorized person.
- The Credit Union will have no liability to you for any unauthorized payment or transfer made using your user Login Credentials before you have notified us of possible unauthorized use and the Credit Union has had a reasonable opportunity to act on that notice. The Credit Union may suspend or cancel your Login Credentials without receiving such notice from you if we suspect that your user Login Credentials are being used in an unauthorized or fraudulent manner. The Credit Union will have no liability for such suspension or cancellation.
 - Acknowledgement of Commercially Reasonable Security Procedures.

[1] By using Digital Banking, you acknowledge and agree that you have been provided with a disclosure of the security procedures for electronic banking transactions, and that said security procedures are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which the Credit Union implements in compliance with these procedures, unless you have given the Credit Union prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

1. Limitations of the Credit Union’s Liability. If the Credit Union fails or delays in making a payment or transfer pursuant to your instructions, or if the Credit Union makes a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, the Credit Union’s liability shall be limited to interest on the amount that the Credit Union failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. The Credit Union may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and the Credit Union’s payment to either party will fully discharge any obligation to the other. If the Credit Union makes a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if the Credit Union permits an unauthorized payment or transfer after the Credit Union has had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise

required by law, the Credit Union's liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If the Credit Union becomes liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Credit Union is headquartered for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, in no event will the Credit Union be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

- Payment Methods.

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee or Non-Biller Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

- Payment Cancellation Requests.

You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a scheduled payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

- Stop Payment Requests.

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Credit Union at [303-321-4209](tel:303-321-4209) or [1-800-858-7212](tel:1-800-858-7212). You may also send us an email at Email@WesterraCU.com, send a secure message through Digital Banking, or utilize functionality within Digital Banking that allows you to submit a stop payment request. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the Service Charge and Fee Schedule.

- Exception Payments.

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and will be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

- **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. **Information Provided to the Payee.**

The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Payee your email address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about bill information.

1. **Activation.** Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
2. **Authorization to Obtain Bill Data.** Your activation of the electronic bill feature for a Payee shall be deemed by the Credit Union to be your authorization for the Credit Union to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to input your username and password for that payee's online account. By providing the Credit Union with such information, you authorize the Credit Union to use the information to obtain your bill data.

3. Notification. The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
4. Cancellation of Electronic Bill Notification. The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
5. Non-Delivery of Electronic Bill(s). You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
6. Liability to Payees. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.
- Disclaimer of Warranties. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, ANY THIRD PARTY SOFTWARE MADE AVAILABLE TO YOU THROUGH THE CREDIT UNION, AND ANY RELATED UPDATES OR UPGRADES, ARE MADE AVAILABLE TO YOU THROUGH THE CREDIT UNION ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY THIRD PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND THE CREDIT UNION HEREBY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE SERVICE OR ANY THIRD PARTY SOFTWARE WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THE

CREDIT UNION SHALL NOT HAVE ANY LIABILITY TO YOU OF ANY KIND ARISING OUT OF YOUR SELECTION OR USE OR NON-USE OF THE THIRD PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, AND IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY DAMAGES AGAINST THE CREDIT UNION OF ANY KIND ARISING OUT OF YOUR USE OF THE SERVICE OR YOUR SELECTION OR USE OR NON-USE OF THE THIRD PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED THE CREDIT UNION OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THE FOREGOING IS INTENDED TO ALTER ANY RIGHT OR REMEDY YOU MAY BE ENTITLED TO PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN YOU AND THE APPLICABLE THIRD PARTY VENDOR OF ANY APPLICABLE THIRD PARTY TOOL. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED WITH A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE FOREGOING TERMS OF THIS AGREEMENT SHALL CONSTITUTE THE SERVICE PROVIDERS AND THE CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE PROVIDER OR THE CREDIT UNION BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

- Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, the Credit Union and/or the Service will disclose information to third parties about your account or the transactions you make ONLY in the following situations:
 1. Where it is necessary for completing transactions;
 2. Where it is necessary for activating additional services;
 3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;

4. To a consumer reporting agency for research purposes only;
 5. In order to comply with a governmental agency or court orders; or
 6. If you give us your written permission.
- Service Fees and Additional Charges.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. All such fees are detailed on our Service Charge and Fee Schedule. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

- Failed or Returned Transactions. In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. Current fees are listed on the Service Charge and Fee Schedule located on the

Resources – Disclosures & Agreements section of the Westerra Credit Union website (<https://WesterraCU.com>). In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
 2. You will reimburse the Service for any fees imposed by us as a result of the return;
 3. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
 4. The Service is authorized to report the facts concerning the return to any credit reporting agency.
- Address or Banking Changes.

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future

payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

- Payee/Non-Biller Payee Limitation.

The Service reserves the right to refuse to pay any Payee or Non-Biller Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee or Non-Biller Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

- Returned Payments.

In using the Service, you understand that Payees/Non-Biller Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's/Non-Biller Payee's forwarding address expired; Payee/Non-Biller Payee account number is not valid; Payee/Non-Biller Payee is unable to locate account; or Payee/Non-Biller Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee/Non-Biller Payee, or void the payment and credit your Payment Account. You may receive communication from the Service.

- Information Authorization.

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. If your account was added online the Service may issue offsetting debits and credits to your accounts used for external transfers within the Service, and require confirmation of such from you in order to verify ownership of your Payment Account(s). You agree that the Service reserves the right to obtain financial information regarding your account from a Payee or the Credit Union (for example, to resolve payment posting problems or for verification).

- Term and Termination. Your Service will become effective on the date that you enroll an account for the use of the Service and shall remain in full force and effect until termination in accordance with the following provisions:

1. Termination for Cause:

The Service or the Credit Union may immediately terminate your use of the Service without notice under the following conditions: (a) You do not pay any fee required by any agreement you have with the Credit Union or the Service, (b) you do not comply with this Agreement or other agreements governing your accounts, including your Payment Accounts, (c) your

accounts are not maintained in good standing, or (d) your account is inactive for a period of 120 days.

- Termination for Convenience:

The Credit Union may terminate the Service at any time without prior notice and with or without cause, including, without limitation, in the event that you violate this Agreement or close your Payment Account. If more than one person can access a Service, the Credit Union reserves the absolute right to terminate all access to the Services upon the request of the account owner, any account co-owner, or any other person authorized to access the account. To terminate the Service, you must notify the Credit Union and provide your name, address, the Payment Accounts that you wish to discontinue use of the Service, and the termination date of the Service. When the Service is terminated, any prescheduled bill payment will also be terminated. Your final charge for the Service will be assessed at the end of your statement cycle for each account. The Credit Union and the Service shall be given a minimum of three (3) business days to effect the termination. During that time, you will remain responsible for any pending bill payment Instructions of record with the Service. You may terminate the Service by:

1. Calling: [303-321-4209](tel:303-321-4209) or [1-800-858-7212](tel:1-800-858-7212)
 2. Emailing at Email@WesterraCU.com
 3. Sending a secure message through Digital Banking
 4. Writing to the Credit Union at: 3700 E. Alameda Ave. Denver, CO 80209
- Availability of the Bill Pay Service.

Access to the Service is generally available 24 hours a day, Monday - Sunday, except during maintenance periods and during periods when access to the Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. The Credit Union will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the Service at any time and for any reason without notice or refund of previously incurred fees. To the extent reasonably practicable, the Credit Union will attempt to notify you by posting a notice on our website in the event of any technical difficulties or other occurrence that may impede access to the Services for a prolonged period of time.

- Third Party Software, Tools, and Services.

The Credit Union is providing you with the means to access the third party Service under this Agreement (the "Third Party Software"). Such Third Party Software may be located at a site owned or controlled by such third parties. Except as provided by applicable law, you agree that protecting your personal information other than in the Credit Union's internal systems is solely your responsibility and not the responsibility of the Credit Union, that the Credit Union is under no obligation to provide you with any such Third Party Software, and that in providing or arranging for access to the Third Party Software, the Credit Union is not assuming any responsibility or liability whatsoever, nor is the Credit Union suggesting or offering or creating any security procedures.

- End User License Agreement. The Agreement applies to your use of the Services and applies to your access to the Services. You understand that some of the Services contemplated by this Agreement are provided by third parties. The Credit Union shall not be liable for any Services provided by such third parties. This Agreement shall be your license to use the Services provided by the Credit Union or such third parties.
1. The Services are owned and operated by the Credit Union or its affiliates, licensors and/or third party service providers (the "Credit Union Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Services (collectively, "Content") are the property of the Credit Union or the Credit Union Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing in the Services are the property of the Credit Union or the Credit Union Parties. You may not make any use of any Content or Marks without the prior written consent of the Credit Union. No Content from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.
 2. In using or accessing the Service you agree: (1) not to use the Service for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, "deep link", attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other "hidden text" utilizing a Mark ; and (8) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of

a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

3. The Service may contain links to third party websites and services, over which the Credit Union has no control. You acknowledge and agree that the Credit Union does not endorse, verify, or make any representations regarding these third party websites and services and is not responsible for the availability of, and any liability arising from, any such third party websites and services. The Credit Union is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third party websites and services.
 4. The Credit Union reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Service, and to block or prevent future access to and use of the Service for any reason. The Credit Union may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Service, temporarily or permanently, at any time with or without notice to you. You agree that the Credit Union shall not be liable to you or to any third party for any such modification, suspension or discontinuance.
- Electronic Disclosures and Communications.
 1. Unless otherwise required by applicable law or pursuant to your written request, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your email address as reflected in the Credit Union's then current records.
 2. You agree that the Credit Union may send notices and information about our products or services to you electronically, to the extent allowed by law. Any notice the Credit Union gives you concerning the Service is effective when the Credit Union sends you an electronic message or when the Credit Union mails or delivers the notice to you at the address we have for you in the Credit Union's records. The Credit Union may also display a notice to you within the Service. Any notice the Credit Union sends you will be deemed to have been received by you within three days of being sent. If any of your accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all. You may request a paper copy of the information up to sixty (60) days after receiving the Credit Union's electronic message. Subject to applicable law, updates to this Agreement, as well as all disclosures, notices and other communications regarding the Service will be provided to you within the Service. You can obtain free copies of any of these

documents by contacting the Credit Union at [303-321-4209](tel:303-321-4209) or [1-800-858-7212](tel:1-800-858-7212) during business hours.

- Miscellaneous.

1. Age Requirements.

By entering into this Agreement, you are certifying that you are at least 18 years of age or older. You agree to comply with all applicable laws and regulations in connection with the Service.

- Security; Reliance on Your Instructions.

1. Your Role in Preventing Misuse.

You understand the importance of your role in preventing misuse of your accounts, including your Payment Accounts and the Service and you agree to promptly examine your periodic paper and/or electronic statement for each of your accounts as soon as you receive it. This obligation is in addition to any obligations you have in your agreements related to your account or other agreements to promptly review your statements and report errors.

- Confidentiality of Information.

You agree to protect the confidentiality of your account and account number, your username and password, your challenge questions and answers, your Personal Identification Number (PIN), and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Your username and password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Services utilizes identification technology to verify that the sender and receiver of the system transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the system 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 the Services, or email transmitted to and from us, will not be monitored and read by others.

- The Credit Union will rely and act on instructions we receive through Digital Banking.

You are responsible and liable for all transactions to the extent allowed by law and as provided in this Agreement and any other agreements between you and the Credit Union.

All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. You agree that you have been provided with a disclosure of the security procedures that will be used to authenticate transactions through the Service. You agree that those security measures are commercially reasonable security measures and that the Credit Union may rely upon any instructions we receive upon authentication using these agreed upon security procedures.

- Viruses and Other Protection.

You are responsible for taking and maintaining security precautions to protect your computer, mobile device, data, and system. You agree that the Credit Union is not responsible for any electronic virus, spyware, or malware that you may encounter using the Service. The Credit Union encourages you to routinely scan your computer and/or mobile devices used to access the Service using quality up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Similar such software should be utilized to protect your computers or devices in real-time. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your computers or devices, and for protecting, securing and backing up any data and information stored in or on your operating systems. The Credit Union is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your computers or devices or accessed through an internet connection.

- No Liability for Certain Failures.

Except as specifically provided in this Agreement or where applicable law requires a different result, neither the Credit Union nor the Credit Union's service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Microsoft® (Microsoft Edge) or Google® (Google Chrome®), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will the Credit Union nor the Credit Union's service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

- Liability for Loss of or Erroneous Data.

You will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of your respective computer system or third

party communications provider on which you may rely. The Credit Union shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system, including but not limited to damage or loss resulting from data related problems.

- Joint Accounts.

If the Service is linked to one or more joint accounts, the Credit Union may act on the verbal, written, or electronic instructions of any authorized signer, even if some other document would require dual authorizations or dual signatures.

- Joint and Several Liability.

If any one or more of your deposit accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of the Service.

- Changes to this Agreement.

The Credit Union may change this Agreement from time to time. You agree to be bound by future changes in terms that will be provided electronically.

- No Extension of Credit.

You must have on deposit in your Payment Account sufficient amounts to enable the Credit Union to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by the Credit Union to extend credit to you, or to grant to you overdraft privileges. The Credit Union will not have any obligation to make any funds available to you to effect any payment being made by you or to enable you to use the Service. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by the Credit Union through a person authorized to make credit decisions on the Credit Union's behalf.

- Grant of Security Interest.

As security for your obligations to the Credit Union under this Agreement, you grant to us a present and continuing security interest in the following: (i) all of your accounts and all distribution/collection points related to any one or more of your accounts associated with the Service; (ii) all now existing and all hereafter arising contract rights relating to your accounts associated with the Service and the distribution/collection points related to any one or more of your accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles belonging to you or payable to you, which are now in or may in the future be in or paid or deposited to your accounts and which are now in or may in the future

be in or deposited in any distribution/collection points related to any of your accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing accounts, depository/collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles.

- Assignment.

You may not assign this Agreement to any other person or entity. The Credit Union may assign this Agreement to any company with which we are directly or indirectly affiliated, or to any successor to the Credit Union (whether by purchase, merger or otherwise). The Credit Union may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.

- Survival.

The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive the termination of this Agreement.

- Severability.

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.

- No Waiver.

The Credit Union will not be deemed to have waived any of the Credit Union's rights or remedies under this Agreement unless the Credit Union sends the waiver to you by electronic message or the Credit Union otherwise mails or delivers to you a written waiver signed by the Credit Union. No delay or omission on our part in exercising any of the Credit Union's rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

- Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws provisions, and applicable federal law, except to the extent this Agreement can and does vary such laws.

- Dispute Resolution.

You agree that any legal action regarding this Agreement shall be brought in the state court having jurisdiction in the City and County of Denver, Colorado and to waive any right to a jury trial.

- WAIVER OF JURY TRIAL AND CLASS ACTION.

You agree that, with respect to any dispute with us or our service providers, arising out of or relating to your use of the Services or these terms: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

- Entire Agreement.

This Agreement, together with the agreements governing your accounts, is the complete and exclusive statement of the agreements between the Credit Union and you with respect to the subject matter hereof and supersedes any prior agreement(s) between the Credit Union and you with respect to such subject matter.

Mobile Application

Mobile Banking is offered as a supplemental service to our other Digital Banking services, as another means of accessing your account. It is not intended to replace access to Digital Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to do the following: access your Westerra Credit Union account information, transfer funds, pay bills, make check deposits, and receive text messages* about your account.

Definitions: "Account(s)" – your eligible Westerra Credit Union savings, checking, money market, CDs, loans or other product information that can be accessed through Mobile Banking. "Agreement" – this Mobile Banking, Short Message Service (SMS) texting, and Remote Deposit Capture (RDC). "Device" – a supportable mobile device including a cellular phone, smart phone or other mobile device that is web-enabled and allows Secure Sockets Layer (SSL) traffic which is also capable of receiving text messages. "Services" – the collective applications Mobile Banking, SMS, and Remote Deposit Capture. "We," "us" and, "our," and "Credit Union" - is Westerra Credit Union. "Website" – is www.WesterraCU.com "You" and "your(s)" – is each person with authorized access to your Credit Union account(s) through Digital Banking.

General Provisions: This Agreement contains the terms that govern your use of the Services. You may use the Services to access your accounts through the Internet or Device.

Your use of Mobile Banking and the Services described in this Agreement constitutes your acceptance of these terms and conditions, which supplement the terms and agreements of your Account(s) to which you have previously agreed. Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported by all Devices. Westerra Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of network” issues. We will not be liable for any loss or damage incurred or suffered by you as a result, directly or indirectly, of any failure, interruption, suspension, or termination of the Services for whatever reason, including but not limited to the acts or omission of our service providers or any third party. We reserve the right to limit the types of Accounts eligible for the Services and the right to refuse to complete any transaction you request through the Services. We also reserve the right to modify the scope of the Services at any time. We may modify the Services from time to time at our sole discretion.

In the event of modifications, you are responsible for making sure you understand how to use the Services as modified. You also accept responsibility for making sure you know how to properly use your Device. We will not be liable for any losses caused by your failure to properly use the Service or Device. You may only use the Services in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations.

You agree not to use the Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You further agree not to use the Services to transmit and disseminate:

- (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material;
- (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers;
- (iii) material or data that is illegal, or material or data that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm our reputation or that of any third-party service provider;
- (iv) material or data that specifically mentions any wireless carrier or copies or parodies the products of any wireless carrier;

(v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;

(vi) any material or information that is false, misleading, or inaccurate;

(vii) any material that would expose us to liability; or

(viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to our equipment or facilities.

You hereby indemnify the Credit Union and its subsidiaries, affiliates and their respective officers, directors, employees, insurers and attorneys (collectively, the “Indemnified Parties”) and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages and liabilities and expenses, including attorney’s fees and costs, arising out of, or related to, this Agreement.

In addition to this Agreement, the use of all products and services offered by Westerra Credit Union is governed by your Member Account Agreements, Disclosures and Information Guide, and any other agreement(s) between you and Westerra Credit Union. This Agreement is subject to applicable federal laws and the laws of the state of Colorado, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary.

Equipment and Software: Devices with internet capabilities are susceptible to viruses. You are responsible for ensuring that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as “viruses”) which could result in damage to programs, files and/or your phone or could result in information being intercepted by a third party. Westerra Credit Union will not be responsible for any direct, indirect, incidental, special or consequential damages which may result from such viruses. Westerra Credit Union will not be responsible if any non-public personal information is accessed via the Services due to any of the above named viruses residing or being contracted by your Device at any time, from any source. The Credit Union is not responsible for errors or delays or your inability to access the Services caused by your Device. We are not responsible for the cost of upgrading the Device to remain current with the Services.

Permitted Transactions: You may view account balances and transactions, transfer funds between authorized Westerra Credit Union accounts, transfer funds to an account at another financial institution, receive funds from an account at another financial institution, pay bills, make check deposits, and receive text message alerts. The permitted transactions may be amended from time to time.

User Security: You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Services. You are responsible for keeping your password and account information confidential. You agree not to disclose your account information, passwords or leave your Device unattended while logged on to the Services, or allow your Device to store your username and password. We recommend that you change your password regularly. If you believe your Device or password has been lost or stolen, or if you suspect any fraudulent activity on your Account(s), notify us immediately by calling [303-321-4209](tel:303-321-4209) or [1-800-858-7212](tel:1-800-858-7212).

Termination: Westerra Credit Union reserves the right to terminate the Services in whole or part at any time with or without cause and without prior written notice as allowed and/or permitted by law.

SHORT MESSAGE SERVICE “SMS”*: The SMS service enables you to access your Westerra Credit Union account(s) through an SMS text enabled Device. By activating one or more Devices for this service, you agree to receive and send electronic text messages about your Account(s). Text messages will be sent based upon the instructions you provide at the time of the SMS request. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include the information you requested on your Account(s). Once you activate your Device for this service, you are responsible for keeping any personal information on your Device secure.

For your protection, you agree to:

- Log in to Digital Banking and cancel your SMS service if your Device is lost or stolen.
- Log in to Digital Banking and cancel or edit your SMS service if there are any changes to your wireless carrier provider or cell phone number.
- Contact Westerra Credit Union if your Device is lost or stolen.
- Erase the messages in your “Sent Messages” and “Inbox” that contain your personal information.

The Credit Union provides this service as a convenience to you. We do not use text messaging for any purpose not included in this system and will not respond to text messages sent to us that do not comply with the appropriate action codes.

*Message and data rates may apply. Please check with your carrier for further information. In case of questions please contact Westerra Credit Union at [303-321-4209](tel:303-321-4209) or [1-800-858-7212](tel:1-800-858-7212) or visit <https://www.WesterraCU.com>.

Remote Deposit Capture: The Remote Deposit Capture service allows you to make deposits to your checking, savings or money market Account(s) from home or other remote locations by taking a picture of (capturing) the front and back of the check and delivering the image and associated deposit information to the Credit Union.

Eligible Checks. You agree to capture and deposit only checks as that term is defined in Federal Reserve Regulation CC (Reg CC), through the Service as described in this Agreement. You agree that you will use the Service to capture and deposit any checks or other items that are:

- Payable only to you or another account owner on the designated Account.
- Checks that do not contain any obvious alteration to any fields on the front of the check which you know or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are not previously converted to a substitute check, as defined in Reg CC.
- Checks that are not dated more than six (6) months prior to the date of deposit.
- Checks that are not drawn on a financial institution outside of the United States.
- Checks that are payable in United States currency only.

Image Quality. The image quality of the check must be legible and comply with the requirements established by the ANSI, Federal Reserve Board, or any regulatory agency, clearing house or association.

Endorsements and Procedures. You agree to endorse any check transmitted through the Remote Deposit Capture service with the full signature of the payee as it appears in the “payee line” of the check.

Receipt of Items. We reserve the right to reject any item transmitted, at our sole discretion, without liability to you. We are not responsible for items we do not receive or for images that are lost in transmission. An item shall be deemed received when you receive a confirmation from Westerra Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or the check will be accepted and credited to your account.

Availability of Funds. You agree that checks transmitted using these services are not subject to the funds availability requirements of Reg CC. Generally, the first \$500 of funds deposited from this service in one day, regardless of the number of checks, will be available as soon as funds are credited to your account. The remaining funds will be

generally available no later than two (2) business days from the date you make the deposits. The Credit Union may make the funds available sooner at its sole discretion. The Credit Union will review and process checks deposited using your Device Monday – Friday during normal business hours, except Federal holidays. Deposits received by 2:45 PM Mountain Time will be reviewed and processed the same business day. Standard Delivery (Two (2) Business Days): For deposits sent by 2:45 PM Mountain Time - Deposit sent Monday will be received Wednesday, deposit sent Tuesday will be received Thursday, deposit sent Wednesday will be received Friday, deposit sent Thursday will be received Monday, deposit sent Friday will be received Tuesday, deposit sent Saturday will be received Tuesday, deposit sent Sunday will be received Tuesday. Please note: Weeks that contain federal holidays will extend this timeline.

Disposal of Transmitted Items. Upon confirmation that your account has been credited, you agree to prominently mark the item as “PROCESSED.” You shall securely store the original item(s) for a period of 45 calendar days. At that time you must properly destroy the item to ensure it is not again presented for payment.

Transaction Limitations. The Credit Union may impose limits on the deposits you make using the Remote Deposit Capture service. A single check is considered one deposit. You may send multiple deposits to Westerra Credit Union up to the daily deposit limit. 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 arising in any way from the installation, use or maintenance of your computer or device hardware, software or other equipment.

Card Controls Additional Terms. The following supplemental Terms of Use (“Supplement”) applies to the card controls feature (“Card Controls”) within the Mobile Banking mobile application (“Mobile Banking App”), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

- The Card Controls feature is only available for debit cards issued by Westerra Credit Union that you register within the Mobile Banking App.
- The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Westerra Credit Union to discontinue the alerts and controls.

- Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
- Card Controls may enable access to Westerra Credit Union and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
- To the extent this Mobile Banking App allows you to access third party services, Westerra Credit Union, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
- THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
- Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM

ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Westerra Credit Union Alerts Terms and Conditions. The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If

Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Westerra Credit Union Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Westerra Credit Union account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Digital Banking password, username, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Westerra Credit Union Mobile Banking. Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Westerra Credit Union reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“End Points”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an email message; or (d) your Westerra Credit Union Digital Banking message inbox, by an email message. You agree to receive Alerts through these End Points, and it is your responsibility to determine that each of the service providers for the End Points described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your End Point service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, log in to Digital Banking, select Manage Notifications, choose the account and alert you wish to disable notifications for, and uncheck the SMS option. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, log in to Digital Banking, select Manage Notifications, choose the account and alert you wish to re-enable notifications for, and check the SMS option. In case of questions please contact customer service at [303-321-4209](tel:303-321-4209). Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Westerra Credit Union provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Westerra Credit Union's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Westerra Credit Union, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Westerra Credit Union and its affiliates and service providers, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Westerra Credit Union and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Biometric login for Mobile Banking. Fingerprint or Face login is an optional fingerprint sign-in method for Westerra Credit Union Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint or Face Login, you will need to first save your fingerprint or face on your mobile device. (For more help with scanning, contact the manufacturer that supports your mobile device.) Fingerprints and Faces are stored on your device only and Westerra Credit Union never sees or stores your biometric information. You acknowledge that by enabling Fingerprint or Face Login, you will allow anyone who has a fingerprint or face stored on your device access to your personal and payment account information within Westerra Credit Union Mobile Banking. Westerra Credit Union reserves the right to suspend or disable this feature at any time. Fingerprint or Face Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint or face, you can sign in using your standard login credentials (e.g. password). To use Fingerprint or Face Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint or Face Login anytime. Android is a trademark of Google Inc. Touch ID™ for Mobile Banking.

Touch ID or Face ID is an optional fingerprint sign-in method for Westerra Credit Union Mobile Banking that is currently available for most Apple® devices that have a fingerprint or face scanner. To use Touch ID or Face ID, you will need to save your fingerprint or face by going to the settings on your Apple device to complete the setup. (For more help with scanning, contact Apple support.) Biometrics are stored on your device only and Westerra Credit Union never sees or stores your biometric information. You acknowledge that by enabling Touch ID or Face ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Westerra Credit Union Mobile Banking. Westerra Credit Union reserves the right to suspend or disable this feature at any time. Touch ID or Face ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint or face, you can sign in using your password. To use Touch ID or Face ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID or Face ID anytime. Apple, Touch ID, and Face ID are trademarks of Apple Inc. Currently, fingerprint and face sign-in for Westerra Credit Union Mobile Banking are only available on compatible iOS devices.

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This User agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter "you" "your" means the User and

“us” “we” “our” or “Financial Institution” refers to Westerra Credit Union (protecting MX as its third-party service provider).

- Provide Accurate Information.

You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

- Content You Provide.

Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.

- Authority to Access Information.

Unless and until this User agreement is terminated, you grant Financial Institution and its service providers the right to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers the right to access third-party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. Upon notice to Financial Institution, you may (i) revoke Financial Institution’s right to access information at third party sites on your behalf, or (ii) subject to Section 7, request deletion of information collected from third party sites. You understand and agree that the Services are not

sponsored or endorsed by any third-party site. YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, THEY ARE ACTING AT YOUR REQUEST AND WITH YOUR PERMISSION AND AUTHORIZATION, AND NOT ON BEHALF OF THE THIRD-PARTY SITES.

- Third Party Accounts. With respect to any third-party sites we may enable you to access through the Services or with respect to any non- Financial Institution accounts you include in the Services, you agree to the following:
 1. You are responsible for all fees charged by the third party in connection with any non- Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non- Financial Institution account, you agree to direct these to the account provider.
 2. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third-party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
- Limitations of Services.

When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, does not represent an official record of your account, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice. In the event that Services are discontinued, your information shall be retained in accordance with this Agreement and our privacy policies.

- Acceptance of User Agreement and Changes.

Your use of the Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time. You agree to be bound by future changes

in terms that will be provided electronically. Your continued use will indicate your acceptance of the revised User agreement. The licenses, user obligations, and authorizations described herein are ongoing.

- Aggregated Data.

Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

- Ownership.

You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

- User Conduct.

You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institution or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

- Indemnification.

You agree to defend, indemnify and hold harmless Financial Institution, its third party service providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your

infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

- Disclaimer.

The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third-party providers are not responsible for any credit, insurance, employment or investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third-party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

- DISCLAIMER OF WARRANTIES.

YOU AGREE YOUR USE OF THE SERVICES 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, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. WE, ON BEHALF OF OURSELVES AND ALL THIRD PARTY DATA PROVIDERS, EXPRESSLY DISCLAIM ANY TYPE OF

REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY OR RESPONSE TIME OF THE SERVICE OR CONTENT OR INFORMATION OBTAINED THROUGH THE SERVICE OR THAT SUCH ACCESS WILL BE UNINTERRUPTED OR ERROR-FREE AND, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, EXPRESSLY DISCLAIM THE ACCURACY, COMPLETENESS AND CURRENCY OF ALL INFORMATION COLLECTED ON YOUR BEHALF. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

- LIMITATION OF LIABILITY.

YOU AGREE THAT FINANCIAL INSTITUTION AND ITS THIRD PARTY SERVICE PROVIDERS 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, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.

- WAIVER OF JURY TRIAL AND CLASS ACTION.

You agree that, with respect to any dispute with us or our service providers, arising out of or relating to your use of the Services or these terms: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

- Export Restrictions.

You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will

comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law.

- Other Terms.

You may not assign this User agreement. A determination that any provision of this User agreement is unenforceable or invalid shall not render any other provision of this User agreement unenforceable or invalid.

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