



## BUSINESS ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE

### I. Agreement

THIS ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE (“AGREEMENT”) ESTABLISHES THE TERMS AND CONDITIONS FOR ONLINE BANKING AND MOBILE BANKING SERVICES (TOGETHER, THE “SERVICES”) PROVIDED BY UNIVERSITY FIRST FEDERAL CREDIT UNION, DOING BUSINESS AS UFIRST CREDIT UNION (“WE,” “US,” OR “OUR,”).

This Agreement is a legal contract between UFirst Credit Union and the person(s) or entity authorized to use Online Banking or Mobile Banking under this Agreement and anyone else authorized by the account holder to exercise control over the account holder’s funds through Online Banking or Mobile Banking (together referred to herein as “You,” “Your”, or “Yours”). By using the Online Banking or Mobile Banking Services, You agree to be bound by the terms and conditions contained in this Agreement. Please read it carefully. The terms and conditions of any other separate agreement(s) You have with Us, such as deposit account agreements, loans, etc. continue to apply notwithstanding anything contrary in this Agreement.

### II. Definitions

“Access Device” means access equipment, including but not limited to a personal computer or a Mobile Device that meets the requirements for use of the Services.

“Access Device System” means all software, hardware, Access Devices or other equipment necessary to access the Services.

“Account” or “Accounts” means one or more checking, savings, money market deposit or loan account that You have with Us.

“Account Access” means Your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

“Account Agreement” means the agreement between You and Us that governs the use of Your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

“Authorization Form” means the Authorization for Online Banking and Master Cash Management Agreement form attached hereto as **Exhibit A**.

“Bill Payment Account” means the Account(s) You have authorized Us to debit for payment made to Payee(s) in connection with the Online Banking Service.

“Bill Payment Service” means Our service available through Online Banking that allows You to pay or transfer funds to designated Payees based upon Your instructions to us, via an Access Device.

“Bill Payment” or “Payment” means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.

“Biometric Logon” mean an authentication method to assist in verifying Your identity through collecting Your unique facial or fingerprint image (image capture) or Your voice characteristics (audio capture).

“Business Day(s)” means 9:00 a.m. to 5:00 p.m. Mountain Time (Standard or Daylight). Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

“Contact Information” has the information provided in Section [9.6].

“Deposit Account Agreement” has the meaning provided in Section [9.7].

“Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

“Funds Transfer” or “Transfer” means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.

“Mobile Device” means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.

“Online Banking” or “Service” means the service(s) described in this Business Online Banking and Master Cash Management Agreement .

“Password” means the confidential identification number or other code assigned to You by Us or selected by You for identification purposes in connection with the use of our Online Banking Services.

“Payee” means any individual, financial institution, educational institution, company, merchant or other entity You wish to pay using Online Banking Services.

“PC” means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

“Product Schedule” refers to a separate agreement for certain cash management services offered by Us.

“Transfer” means a transfer of funds, initiated through Online Business Services, from one eligible account to another.

“Transfer Day” means Monday - Friday, to 4:00 p.m., Mountain Time (Standard or Daylight). Holidays are not included.

Other definitions may be set forth elsewhere in the Business Online Banking and Master Cash Management Agreement .

### **III. Services**

**a. Eligibility.** To have access to the Services You must be an authorized user of the Software You select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with Us. If You have more than one Account, You will have access through the Service to the Accounts You specify on the Authorization Form. If You specify more than one Account on the Authorization Form, We will “link” the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. We may un-link any Account with or without notice in its sole discretion. You must designate a Username and Password which will be required to gain access to the Service. Prior to Your first use of Online Banking, We will assign you a Username and Password, Biometric Logon, and/or other means of authentication approved by Us (collectively referred to as the “Security Device(s)”), required to gain access to Online Banking.

“Eligible Accounts” include the following: (i) Checking (Demand Deposit) Accounts; (ii) Savings Accounts; (iii) Money Market Accounts; (iv) Loans; and (v) Certificates of Deposit.

#### **b. Online Banking Services**

Business Customers may use the Online Banking Services to: (i) Make transfers between Accounts You may have with Us; (ii) Obtain Account balances (In addition, Your account balance may show funds that have been credited to Your account but are not yet available for withdrawal); (iii) Review recent transactions on Your Accounts; (iv) Transfer money to make loan payments; (v) Transfer money from Line of Credit to transactional accounts; (vi) Communicate directly with Us via the Online Banking secure message center; (vii) Download account information in various formats; (viii) Issue stop payment orders; (ix) View check images; (x) Order checks (xi) Use the Bill Payment Service; (xii) \*Originate ACH entries; (xiii) \*Subscribe to and use Positive Pay Services; (xiv) \*Make Wire Transfers; and (xv) Utilize other services made available by us from time to time. These activities are limited to the extent noted herein and, in the agreements, governing Your various accounts with Us.

\*You must execute the applicable Product Schedules to use these services.

#### **c. Mobile Banking Services**

The Mobile Banking Service is similar to Online Banking Service and refers generally to any service allowing an existing customer to access and view Accounts from a web-enabled mobile phone or device (“Mobile Device”) whose network allows secure SSL traffic and supports WAP browsers. We do not guarantee the functionality of the Service on all wireless devices or networks; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows You to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, view alerts, and if You have selected the Mobile Remote Deposit (or Remote Deposit) Service, remotely make deposits. In most cases You may use the Service to gain access to deposit accounts in which You have an unrestricted right to withdraw funds. However, We, as We may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account. We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with Our Services. From time to time, We may develop additional mobile banking services. As We develop such services, You will have the opportunity to add them to Your Mobile Banking Service, provided You have compatible wireless hardware and software.

To use the Service, You must have an open account with Us, register for Online Banking Services, and have a compatible Mobile Device. During the registration process, You will enter Your mobile phone number as well as other information We require to authenticate Your identity. You will be provided with further instructions on how to access the Service using a software application (“App”) or the browser on Your Mobile Device. During this registration process, You will be required to provide Your Online Banking Service identification credentials (“Security Device”) that You must use each time You access the Service.

In addition to other Security Procedures provided for in this Agreement, the use of the Security Device, Your Mobile Device, and Biometric Logon are security procedures established by Us to authenticate the identity of the person attempting to gain access to the Service. Biometric Logon is an authentication method to assist in verifying Your identity. It collects Your facial or fingerprint (image capture), or Your voice biometric (audio recording). The security procedure is not designed for the detection of errors. We may require You to change Your Security Device from time to time for security reasons. You should keep Your Security Device in a secure location. Any person having access to Your Security Device or Your Biometric Logon will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Security Device, a third party will be able to use Your Online Banking Service to add new payees to the Bill Pay Service. You are responsible for safeguarding the Security Devices, including Your Biometric Logon, and Your Mobile Device. Providing these Security Devices or Biometric Logon to another person effectively constitutes a grant of authority to access Your accounts.

Because the Mobile Banking Service is similar to Online Banking Service on a PC, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising You of the existence or potential effect of such malicious code, and Your use of Your hardware and software is at Your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as an Access Device virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised, or malicious code could be introduced by third parties. We will provide You with notice if Your information is the subject of a security breach as required by applicable law.

Mobile Deposit Service. If You are enrolled in the Mobile Deposit Service and You have been approved by Us to use the Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Our Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. You acknowledge that e-mail and/or messages displayed on Your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current e-mail address and You agree that You will, in a timely manner, review messages and notifications You receive from Us and check Your Account to confirm it reflects recent activity.

The Mobile Deposit Service allows You to use the Mobile Banking Apps to make deposits to Your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("images") and associated deposit information to Us or Our processor with Your Mobile Device. In order to use the Mobile Deposit Service, You must be designated as an authorized signer or owner of an Account that is eligible for this Mobile Deposit Service or be designated by the Administrator and be approved by Us.

We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on Your total Mobile Deposit activity across all of the Accounts that You use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, We may reject Your Mobile Deposit and You may deposit the check(s) in a manner consistent with other methods for making deposits provided by Us (such as at a branch or ATM or by mail). If We permit You to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and We will not be obligated to allow such a Mobile Deposit at other times. We reserve the right to change the limits. Any such change shall be effective immediately.

Upon acceptance of the Mobile Deposit, We shall grant Your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when We post transactions to Your account, the credit is made to Your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, We may hold funds for the period of time permitted by Our funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, You will be notified.

You hereby agree that You will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC (Reg CC). You agree that the image of the check that is transmitted to Us (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that You will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than You, (b) are prohibited by Our then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (c) You know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Our prior express written consent, © are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (f) are not acceptable to Us for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collective, "Prohibited Checks"). If You deposit a Prohibited Check, You agree to indemnify and reimburse Us for, and hold Us harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees)

We may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Our express written consent to do so, You provide Us with an electronic representation of a substitute check for deposit into an Account instead of an original Check, You agree to indemnify and reimburse Us for, and hold Us harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) We incur because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

Each image must provide all information on the front and back of the original Check at the time presented to You by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying financial institution that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check and include (i) Your signature, (ii) Your account number and (iii) the following statement: **“For UCU Mobile Deposit Only.”**

You acknowledge and agree that You shall be liable to Us for any loss We incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by You.

All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with Us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to Your Account. You agree that We have no obligation to accept a Mobile Deposit and, therefore, We reserve the right to reject any Mobile Deposit, or the Images or other information contained therein transmitted through this Service, at Our discretion, without liability to You. If Your submission is rejected, You will receive e-mail of such rejection from Us. It is Your responsibility to check notifications from Us for any rejected submissions and contact us to address the reason for such rejection. You acknowledge and agree that we shall have no liability to You for failing to provide notice of rejection of a Mobile Deposit. You agree that You shall be solely liable for, and we shall not have any liability whatsoever to You for, any Mobile Deposit or the Images or other information contained therein that are not received by Us. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

Original Checks. After You have received confirmation that your Mobile Deposit has been accepted for deposit, You should mark the Check as having been deposited. You agree to securely store the original Check for a period of ten (10) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, You shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper-based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Us for, and hold Us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, You agree to promptly provide the original Check to Us upon request.

You agree that, in the event You are not able to capture, process, produce or transmit a Mobile Deposit to Us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, You will make the deposit in a manner consistent with other methods for making deposits provided by Us until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that We shall not be liable to You for any loss or damage of any nature sustained by You as the result of Your inability to use the Mobile Deposit Service. The

deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

If Images of Checks deposited by You are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, You understand and agree that, since You either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and We may charge back an Image of the Check to Your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Us, You agree not to deposit the original Check if an Image or other debit as previously described is charged back to You.

Your Warranties. You make the following warranties and representations with respect to each image: (i) Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement; (ii) Image Quality. Each Image transmitted by You to Us contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement; (iii) Accuracy of Information. All data and other information submitted by You to Us, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement; (iv) No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Us, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s); (v) No Loss. No subsequent transferees of the Item(s), including but not limited to Us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check; (vi) Information. All information provided by You to Us is true, complete and accurate; (vii) Authority and Legality. (x) This Agreement is valid and enforceable against You in accordance with its terms; and (y) the entry into, and performance of, this Agreement by You will not violate any law, or conflict with any other agreement, to which You are subject; (viii) No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations. (ix) Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized; and (x) Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

Indemnification and Liability; Third Party Claims. In addition to the other indemnities set forth in this Agreement, You hereby indemnify Us and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Your (i) failure to report required changes, (ii) transmission of incorrect data to Us or (iii) failure to maintain compliance with the Rules, (b) (i) Our provision of the Service, or (ii) Our action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Us to be You, (c) Your breach of any of Your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) Your breach or violation of any Rules; provided, however, You are not obligated to indemnify us for any damages solely and proximately caused by Our gross negligence or willful misconduct.

**d. Additional Services.** Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from Our website at [www.UFirstCU.com](http://www.UFirstCU.com). Not all of the products or services described on Our website are available in all geographic areas. Therefore, You may not be eligible for all the products or services described. We reserve the right to determine Your eligibility for any product or service. By using these services when they become available, You agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

**e. Restrictions.** In most cases You may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, We, as we may determine at any time and from

time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

**f. Limitations.**

**i. Dollar Amount.** There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions, and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

**ii. Frequency.** In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

**iii. Foreign Transactions.** No Payments may be made to Payees outside the United States.

**iv. Additional Limitations.** Additional limitations may be contained in this Agreement or the applicable Product Schedule. Your ability to initiate transactions may also be limited by the terms of other agreements You have with Us or by applicable law.

**g. Vendor.** You acknowledge and agree that the Services may be provided by an independent third-party service provider (“Vendor”), as selected by Us, and that both the Vendor and the Service are subject to change from time to time without notice to You. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of You or Us. Neither We nor the Vendor are responsible for the actions or omissions of the other.

We will use reasonable efforts to make the Service available for Your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have Our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond Our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for Your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, We will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect Our systems and information, including denial of access to users of the Service.

#### **IV. Devices, Equipment, Software**

In order to use the Services, You must first obtain Your own personal Access Device with Internet connection capability and related equipment (the “Hardware”). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is an internet connection speed of Cable, DSL, T1 or higher, Microsoft Internet Explorer® Version 11.0 or higher (for Windows), Mozilla Firefox® Version 57 64-Bit0 or higher (for Windows) or Apple Safari® Version 10.0 or higher (for Mac OS). Once the Hardware has been properly connected and any required Internet access has been established, You will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of Your Access Device. We shall have no responsibility for failures, interruptions, or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. We may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to You are not substantially negatively affected or obligations altered. From time to time, We may deem it necessary to hold training or retraining classes for You. You agree that You will require appropriate personnel to participate in such training. All rights, title and interest in and to (a) any and all software, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, “Software”), and (b) any and all users guides, instructions and other documentation provided to, or used by, you in connection with the Services (everything in this clause (b) collectively, the “Documentation”) shall be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, You may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative

works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation

## V. Security

The use of any access code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Device(s)”), in addition to other authentication methods described below, is a security procedure established by Us to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require You to change Your Security Device from time to time for security reasons. You should keep Your Security Device in a secure location. Any person having access to Your Security Device will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Security Devices. Providing these Security Devices to another person effectively constitutes a grant of authority to access Your accounts.

You agree to comply with the “Security Procedures” and any other Security Procedures We direct You to use, and You acknowledge and agree that the Security Procedures, including (without limitation) any Security Device(s), constitute commercially reasonable security procedures under applicable law for the initiation of the Services You utilize, including without limitation, transfers and access to confidential information. You authorize Us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until You have notified Us, according to notification procedures prescribed by Us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than You or Your representative(s) and until We have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Us to execute such transaction or instruction notwithstanding any particular designation by You of authorized persons or signature requirements identified on any signature card or other documents relating to Your deposit account maintained with Us, and You agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as Your authorized written signature in authorizing Us to execute such transaction or instruction. You acknowledge and agree that You shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by You, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that You bear the sole responsibility for detecting and preventing such error.

You agree to appoint and designate an administrator (the “Administrator”) who will be authorized and responsible for creating and maintaining subsequent User Ids, Passwords, and tokens on Your behalf, including assigning and revoking access privileges for persons to use the Service, (“User”) and providing new and subsequent Security Devices to those Users. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Us and Customer, including but not limited to the Business Online Banking and Master Cash Management Agreement .

You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to Your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where You have the ability to change or modify a Security Device from time to time (e.g., a password or Username), You agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify Us immediately, according to notification procedures prescribed by Us,

if You believe that any Security Procedure(s) or Security Device(s) is stolen, compromised, or otherwise become known to persons other than You or Your authorized representative(s) or if You believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, We may issue You a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to You or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Us harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by You, Your employees', or agents' failure to keep the Security procedures or Security Device confidential and secure.

You agree to notify Us immediately, according to notification procedures prescribed by Us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to Us any Security Devices in the possession of any of Your authorized representative(s) whose authority to have the Security Device has been revoked.

We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in Our discretion. We will endeavor to give You reasonable notice of any change in Security Procedures; provided that We may make any change in Security Procedures without advance notice to You if We, in Our judgment and discretion, believe such change to be necessary or desirable to protect the security of Our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and Your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended

## **VI. Communications**

We will not immediately receive e-mail that You send. Therefore, You should not rely on e-mail if You need to communicate to Us immediately. For example, if You need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of Your accounts, You should contact Us immediately by calling the Member Service Center Department at **801-481-8800**. We will not take actions based on Your e-mail requests until We actually receive Your message and have a reasonable opportunity to act.

## **VII. Privacy and Confidentiality**

**a. Privacy/Information Sharing.** The importance of maintaining the confidentiality and privacy of the information provided by You is one of our highest priorities. We may disclose information about Your Accounts or the Transfers You make: (a) where it is necessary for completing the transfers or processing or maintaining Your Accounts; (b) in order to verify the existence or condition of Your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on Our behalf or to other financial institutions with whom We have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of Our privacy policy will be provided to You separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on Our website and at Our locations.

**b. Confidential Information.** All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Us by You and Your customers in connection with this Agreement and any applicable Product Schedule is confidential. We shall not, without the express written consent of You, disclose or permit access to any such information by any person, firm or corporation and we shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement and any applicable Product Schedule, or to any other party to which We may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Agreement and any applicable Product Schedule all information furnished to You by Us or by third parties from whom We have secured the right to use the Service, including, but not limited to, Our product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should You at any time receive or acquire any information relating to another customer of Ours, You shall promptly return such information to Us and not reveal such information to any other party and shall not make use of such information for Your own benefit. Our and Your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either

party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and You agree to the release of Your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by Us in connection with this Agreement and any applicable Product Schedule or supplied or made available to You by Us are the exclusive property of Us, Our agents, suppliers, or contractors, and You further agree that such material shall not be copied or used in any manner or for any purpose without Our express written consent. This section shall survive the termination of this Agreement.

### **VIII. Permitted Transfers**

a. External Transfers (Funds transferred outside of UFirst Credit Union). We can process an External Transfer until 4:00 p.m., Mountain Time (Standard or Daylight) on a Transfer Day. If you request an External Transfer after the cutoff time, the External Transfer will be processed the following Transfer Day. If you schedule an External Transfer for a future date, We will process the transaction after the close of business on that date, if that day is a Transfer Day. You are fully obligated to Us to provide sufficient funds for any payments or transfers You make or authorize to be made. If We complete a payment or transfer that You make or authorize and We subsequently learn that You have insufficient funds for the transaction, You agree that We may reverse the transaction or offset the shortage with funds from any other deposit account(s) You have with Us to the extent permissible by applicable law and the terms of any other relevant agreements. If there are insufficient funds in Your Account to make an External Transfer or Payment, We may refuse to make the External Transfer or Payment or We may make the External Transfer or Payment and overdraw Your Account. In either event, You are responsible for any non-sufficient funds (“NSF”) charges that may apply.

b. Internal Transfers (Funds transferred within UFirst Credit Union). We can process an Internal Transfer 24 hours every day. If You during Your transaction receive a message indicating “the system is not available”, please attempt Your Internal Transfer again later when service is restored. You are fully obligated to Us to provide sufficient funds for any payments or transfers You make or authorize to be made. If we complete a payment or transfer that You make or authorize and We subsequently learn that You have insufficient funds for the transaction, You agree that We may reverse the transaction or offset the shortage with funds from any other deposit account(s) You have with Us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in Your Account to make an Internal Transfer or Payment, We may refuse to make the Internal Transfer or Payment or We may make the Internal Transfer or Payment and overdraw Your Account. In either event, You are responsible for any non-sufficient funds (“NSF”) charges that may apply.

c. Cancelling Transfers. You may cancel a pending Transfer or Payment transaction. However, to do so, We must receive Your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If We don’t receive Your instruction to cancel a transaction before that time, We may process the transaction.

d. Overdrafts: Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of Your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on Your account. This is at Our sole discretion.

### **IX. User Conduct/Responsibilities**

a. Physical and Electronic Security. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Your possession or under Your control. We are not responsible for any Access Device viruses (including, without limitation, programs

commonly referred to as “malware,” “keystroke loggers,” and/or “spyware”), problems or malfunctions resulting from any Access Device viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at Your own discretion and risk, and we are not responsible for any damage to Your Access Device or operating systems or for loss of data that results from the download of any such material, whether due to any Access Device virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Your operating systems, and for protecting, securing, and backing up any data and information stored in or on Your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Your operating systems.

You acknowledge and agree that it is Your responsibility to protect Yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You agree to educate Your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that we will never contact You by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that We transmit to You. In the event You receive an e-mail or other electronic communication that You believe, or has reason to believe, is fraudulent, You agree that You shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, You agree that We are not responsible for any losses, injuries, or harm incurred by You as a result of any electronic, e-mail, or internet fraud.

In the event of a breach of the Security Procedure, You agree to assist Us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Us or Our agent access to Your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Us any analysis of such equipment, device, or software or any report of such analysis performed by You, Your agents, law enforcement agencies, or any other third party. Your failure to assist Us shall be an admission by You that the breach of the Security Procedure was caused by a person who obtained access to Your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from You and not from a source controlled by Us.

b. Duty to Inspect. You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Us. You must report all errors to Us for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to You daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of You to promptly report errors within such specified time shall preclude you from asserting against Us any claims arising from the error, or any loss caused by the error.

c. Financial Information. We may from time-to-time request information from You in order to evaluate a continuation of the Service(s) to be provided by Us hereunder and/or adjustment of any limits set by this Agreement or any applicable Product Schedule. You agree to provide the requested financial information immediately upon request by Us, in the form required by Us. If You refuse to provide the requested financial information, or if We conclude in its sole discretion that the credit risk of You is unacceptable, We may terminate the Service according to the provisions hereof. You authorize Us to investigate or re-investigate at any time any information provided by You in connection with this Agreement or any applicable Product Schedule or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

d. Deadlines. You shall deliver or transmit all data or information to Us by the deadline(s) specified in this Agreement or any applicable Product Schedule and the Operating Instructions. We shall have no obligation to process data or perform the Service if the data is not received by us by the specified deadline.

e. Payment for Services. You agree to pay Us the fees established by Us for rendering the Services under the terms of this Agreement or any applicable Product Schedule. Depending on which Online Banking services You subscribe to, You will be charged the applicable Online Banking fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof. Once You have subscribed, You will be charged the applicable Monthly Fee(s) whether or not You use Online Banking. We may change or add any fees for

Online Banking by the procedures outlined in Section 9.10 for amending the Business Online Banking and Master Cash Management Agreement . Fees charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to Your accounts with Us. You authorize Us to deduct all applicable Monthly Fees from any Account listed on the Authorization Form. If You close the Account(s) associated with the Service, Fees may be deducted from any other account You maintain with Us or any of Our affiliates. Furthermore, We may set off against any amount it owes to You in order to obtain payment of Your obligations under this Agreement or any applicable Product Schedule. In addition to the Service fees, You agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, the Business Online Banking and Master Cash Management Agreement , and/or the software or equipment made available to You (excluding any income tax payable by Us). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

f. Required Deposit Balance. You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Product Schedule establishing the terms and conditions of the specific Services selected by You and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.

g. Data and Information Supplied by You. You shall transmit or deliver data and other information in the format and on the media as provided for in the Product Schedule and the Operating Instructions if applicable or as otherwise required by Us in conjunction with rendering the Service(s) selected by You. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that We shall not examine the data for correctness, and We shall not have any responsibility for detecting errors in the data transmitted by You. The data transmitted by You must be legible, correct and complete. We shall not process, and We shall not be liable to You for failure to process, the data if it is not in the format specified by Us or if the data is incomplete. We shall not be liable for errors or omissions caused by data that is rejected as the result of Your failure to provide the data in accordance with the standards specified in the Agreement or any applicable Product Schedule and the Operating Instructions.

h. Remotely Created Checks. If you use a Service wherein You create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, You warrant to Us that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

i. Use of Services. You will use the Services only for Your own internal business use in accordance with the terms of the Business Online Banking and Master Cash Management Agreement . Without limiting the generality of the foregoing, You agree not to make the Services available or allow use of the Services in a computer bureau service business, time-sharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E - ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

j. Prohibited Transactions. You agree not to use or attempt to use the Services (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, or (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 the 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 We have no obligation to monitor Your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that We reserve the right to decline to execute any transaction or activity that We believe violates the terms of this Agreement.

k. Other Customer Requirements.

i. Beneficial Ownership Reporting and Certification. Customer represents and warrants to Us that the beneficial ownership (as that term is defined in the Anti-Money Laundering Act of 2020, Public Law No. 116- Compliance Rev. 1/2023

283, §6403) of Customer as identified in the Deposit Account opening process remains true and correct as of the date Customer enters into this Agreement or that Customer has provided Bank with written confirmation of the current beneficial ownership information. Further, Customer represents and warrants that Customer shall immediately notify Us in writing of any changes, and to complete any and all forms requested by Us, regarding a change in substantial control of Customer and/or any change of ownership or control of 25% or more of the ownership interests in Customer.

ii. Data Security and Personally Identifiable Information. To the extent You come into possession, custody or control of any Personally Identifiable Information or other non-public information, including information (1) provided by a consumer to You, (2) resulting from any transaction with the consumer or any service performed for the consumer, or (3) otherwise obtained by You with regard to a consumer, including account information (collectively "PII"), you represent and warrant to Us and its Vendors that you will protect such PII by rendering it unreadable and inaccessible by persons who do not have legal authority to access such PII.

## **X. Our Responsibilities.**

a. We agree to use ordinary care in rendering Services under this Agreement and any applicable Product Schedule. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorney's fees, costs and expenses We may incur in collecting any sums You owe to Us for overdrafts, service charges or otherwise or in enforcing any rights We may have under the terms of this Agreement and any applicable Product Schedule or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Us under this Agreement and any applicable Product Schedule. You also agree to pay all attorney's fees, costs and expenses that We may incur as the result of defending any claim or action made against Us by You, or on Your behalf where We are found not to be liable for such claim. In no event shall We be liable to You for attorneys' fees incurred by You in any action brought by You against Us.

b. Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, We will not be responsible for the following matters, or for errors or failures of our Services as result of:

i. Access. We will not be liable under this Agreement or any applicable Product Schedule for failure to provide access or for interruptions in access to Our Services due to a system failure or due to other unforeseen acts or circumstances.

ii. Your Access Device Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of Your Access Device, or any virus or other problems related to Your computer equipment used with Our Services. We are not responsible for any error, damages or other loss You may suffer due to malfunction or misapplication of any system You use, including Your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), Your Internet service provider, Your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment You may use (including Your telecommunications facilities, Access Device hardware and modem) to access or communicate with the Online Banking Services.

iii. Any Transaction or Instruction. We will not honor a request for a Transfer if: (a) it exceeds Your collected and available funds on deposit with Us; (b) it is not in accordance with any condition indicated by You and agreed to by Us; (c) We have reason to believe it may not be authorized by You; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Agreement or any policy, procedure or practice of Ours; or, (g) it is for the protection of Us or You, We have reasonable cause not to honor.

## **XI. Limitation of Liability**

a. YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR FINANCIAL INSTITUTION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT

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OR ANY APPLICABLE PRODUCT SCHEDULE SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY FINANCIAL INSTITUTION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

c. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.

d. EXCEPT AS EXPRESSLY SET FORTH IN THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT, FINANCIAL INSTITUTION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

e. FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY ACCESS DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS DEVICE SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

f. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR ACCESS DEVICE HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY ACCESS DEVICE SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR ACCESS DEVICE HARDWARE OR SOFTWARE

## **XII. Indemnification**

In addition to other indemnification and liability provisions elsewhere in this Agreement and any applicable Product Schedule, to the fullest extent allowed by law, You will be liable for, hold harmless, and will indemnify Us, and Our employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement and any applicable Product Schedule, including all losses and expenses incurred by Us arising out of Your failure to report required changes, transmission of incorrect data to Us, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Our failure to exercise ordinary care or to act in good faith, You agree to indemnify and hold Us, its officers, directors, shareholders, agents, employees, and affiliates, and

their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney's fees) arising from or related in any way to (i) any Services performed in connection with this Agreement and any applicable Product Schedule, (ii) our action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Us to be an authorized representative of You or Authorized User, (iii) Your breach of any of Your covenants, agreements, responsibilities, representations or warranties under this Agreement and any applicable Product Schedule, and/or (iv) Your breach of applicable laws, rules or regulations.

### **XIII. Termination.**

a. Termination Upon Written Notice. Either You or We may terminate this Agreement, any applicable Product Schedule, and Your Online Banking subscription at any time upon giving at least thirty (30) days' prior written notice of the termination to the other party. If You terminate Online Banking, You authorize Us to continue making transfers You have previously authorized and continue to charge monthly fees until such time as We have had a reasonable opportunity to act upon Your termination notice. Once We have acted upon Your termination notice, We will make no further transfers from Your accounts, including any transfers You have previously authorized. If We terminate Your use of Online Banking, We reserve the right to make no further transfers from Your accounts, including any transactions You have previously authorized.

b. Immediate Termination. Either party shall have the right to terminate the Business Online Banking and Master Cash Management Agreement, any applicable Product Schedule, and Your Online Banking subscription immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Agreement or any applicable Product Schedule, (v) fails to perform its obligations under this Agreement or any applicable Product Schedule or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading. Notwithstanding the foregoing or Section 7.2 (of the Business Online Banking and Master Cash Management Agreement), We may immediately terminate this Agreement and/or any applicable Product Schedule without notice if, (a) You or We close Your Account(s), or (b) in Our sole discretion, We determine that You have abused the Online Banking Service or We believe that it will suffer a loss or other damage if the Agreement and/or applicable Product Schedule is not terminated.

c. Rights Cumulative. Our election to terminate this Agreement and/or any applicable Product Schedule is in addition to any and all other remedies that may be available to Us and will not affect any obligations You may have to Us. Any reinstatement of the Service under this Agreement and/or any applicable Product Schedule will be at Our sole discretion and must be agreed upon in writing by an authorized representative of Us.

d. Rights/Duties Upon Termination. Upon termination of this Agreement and/or any applicable Product Schedule, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within five (5) days after the later of (i) termination of the Agreement and/or any applicable Product Schedule or (ii) the last date that such party receives any such property or rights. Upon termination of this Agreement and/or any applicable Product Schedule, (i) You will promptly pay to Us all sums due or to become due under this Agreement and/or applicable Product Schedule, and (ii) You shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

### **XIV. ARBITRATION AND WAIVER OF JURY TRIAL**

**YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT OR ANY PRODUCT SCHEDULE INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND FINANCIAL INSTITUTION, OR BETWEEN YOU AND ANY OF FINANCIAL INSTITUTION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT OR ANY PRODUCT SCHEDULE, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER**

LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIAL ARBITRATION RULES, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES; PROVIDED, HOWEVER, THAT TO THE EXTENT THE ARBITRATION RULES CONTAIN PROVISIONS REGARDING THE USE OF ANY CONSUMER ARBITRATION RULES, THE FORUM OF ANY SUCH ARBITRATION, THE ALLOCATION OF FEES FOR ANY SUCH ARBITRATION AND/OR ANY OTHER PROVISIONS CONTRARY TO THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT , THOSE RULES ARE DELETED AND/OR EXPRESSLY SUPERSEDED BY THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT . TO THE EXTENT ANY AMBIGUITY EXISTS BETWEEN THE ARBITRATION RULES AND THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT , THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT SHALL CONTROL. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THE BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT OR ANY PRODUCT SCHEDULE. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN Salt Lake City, Utah, OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES

## XV. Miscellaneous

a. Amendment. We may amend the terms of this Agreement and any applicable Product Schedule alter, change, or modify the Services provided under the terms of this Agreement and any applicable Product Schedule (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to You. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to You at Your most recent address shown on Our records or, if You have previously agreed, by providing notice delivered to the last email address You have provided Us. Your continued use of the Services shall constitute Your agreement to such amendment. No amendments requested by You shall be effective unless received in writing by Us and agreed to by us in writing.

b. Electronic Notices. We may deliver to you any required disclosures and other notices concerning these Services or Your Accounts by e-mail or other appropriate electronic means in accordance with our Electronic Statement Delivery Authorization and Agreement. You may use e-mail to contact Us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus, We recommend You do not send confidential personal or financial information by e-mail. There may be times when You need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, You should call our member Service Center at (801) 481-8800 or (877) 805-8800.

c. Hours of Operation. Our representatives are available to assist you from the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and Saturday 9:00 a.m. to 2 p.m. Mountain Time (Standard or Daylight), except holidays, by calling Our Member Service Center at (801) 481-8800 or (877) 805-8800.

d. Ownership of Website. The content, information and offers on Our website are copyrighted by Us and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in the Business Online Banking and Master Cash Management Agreement, without Our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on our sites are the trademarks, service marks or logos of Us, or others as indicated.

e. Web-linking Practices. We may provide access to information, products or services offered on other third-party web sites. We are not responsible for, nor does control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third-party site may provide less security than Ours and have a privacy policy different from Ours. Your access, use and reliance upon such content, products or services is at Your own risk.

f. Geographic Restrictions. The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at Our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

g. Deposit Account Agreement. You acknowledge and agree that Your demand deposit account maintained with Us is an integral part of the Services offered by Us and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between You and Us. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that You have signed and executed all agreements, resolutions, signature cards and forms governing Your demand deposit account required by Us. If You have not signed the foregoing forms required by Us, by signing the Business Online Banking and Master Cash Management Agreement, You acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on Your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Us.

h. Security Interest. To secure the payment and performance of Your obligations set forth herein and under any Service Agreement(s), You grant to Us a security interest in and pledges and assigns to Us all of Your right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) All your monies, instruments, savings, checking and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Our custody or control; (b) any other collateral described in any security instrument securing Your obligations to Us under this Agreement or any other obligation of Third-Party to Us; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

i. Effective Dates. The effective date of this Agreement and any applicable Product Schedule shall be the date upon which the Agreement is executed by You and accepted by Us.

j. Internet Disclaimer. For any Service(s) described in the Agreement utilizing the Internet, We do not and cannot control the flow of data to or from Our network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, We disclaim any and all liability resulting from or related to such events and in no event shall We be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Your ability to connect to the Internet, or Our ability to connect to the Internet on Your behalf.

k. Recording and Use of Communications. Customer agrees that all telephone conversations or data transmissions between it or its agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. We shall not be obligated to make such recordings.

l. Relationship of the Parties. The parties acknowledge and agree that the relationship is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

m. Force Majeure. We shall not be responsible for any liability, loss, or damage resulting from Our failure to perform any Service or to perform any other obligations under this Agreement and any applicable Product Schedule which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or Access Device failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by You or third-parties and their personnel; criminal acts; or generally any cause reasonably beyond our control.

n. Reimbursement. Any reimbursement by Us for any liability hereunder may be made either directly to You or by adjustment of the aggregate ledger and collected balances of Your accounts.

o. Governing Law. These terms and conditions of this Agreement and any applicable Product Schedule shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law provisions and without regard to Your state of residence.

p. Enforcement. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocatable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

q. Compliance with Laws, Rules, and Regulations. You agree to comply with all existing and future instructions used by us for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("Nacha") and any other clearinghouse or other organization in which We are a member or to which rules We have agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

r. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement and any applicable Product Schedule without Our written consent. We may assign its rights and delegate its duties under this Agreement and any applicable Product Schedule to a company affiliated with Us or to any other party.

s. Headings. The headings and captions contained in this Agreement and any applicable Product Schedule are included only for convenience of reference and do not define, limit, explain, or modify this Agreement and any applicable Product Schedule or its interpretation, construction, or meaning.

t. Severability. The holding of any provision of this Agreement and any applicable Product Schedule as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement and any applicable Product Schedule, which shall remain in full force and effect.

u. Waiver. No waiver by Us (whether or not in writing) of any term, condition, or obligation of You under this Agreement and any applicable Product Schedule shall bind Us to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

v. Binding Effect. This Agreement and any applicable Product Schedule shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

w. Entire Agreement. This Agreement and any applicable Product Schedule constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into the Business Online Banking and Master Cash Management Agreement .

**XVI. UFirst Contact Information**

In case of questions about Your electronic transactions contact customer service at:

UFirst Credit Union  
Attn: Member Service Center (MSC)  
P.O. Box 58025  
Salt Lake City, UT 84125-0025  
Phone: (801) 481-8800 or Toll-Free at (877) 805-8800  
Fax us at: (801) 481-8877  
Email: MemberServiceCenter@UFirstCU.com

Customer shall provide its current contact information to Us on Exhibit A (of the Business Online Banking & Master Cash Management Agreement) and Customer shall immediately notify Us if such contact information changes. Any notice provided to Customer by Us to the address on Exhibit A, as amended from time to time, or to the address for any of Customer's accounts with Us shall be deemed effective on the date such notice is sent by Us.