

Online Banking Agreement and Disclosures

This Agreement is the contract which covers your and our rights and responsibilities concerning Online Banking ("Online Banking") services offered to you by Blue Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit an Online Banking authorization form and any authorized users. The word "account" means any one or more share accounts you have with the Credit Union. By signing or submitting an Online authorization for the Online Banking service, you agree to the following terms governing your and our rights and responsibilities concerning the Online Banking electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions through Online Banking and Bill Payer transactions involving your deposit accounts.

1. Online Banking Services

You may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for Online Banking is www.bluefcu.com. To enroll in the service, you must have: (i) your primary member account number; (ii) your social security number; (iii) your driver's license number; (iv) your date of birth; and (v) the email address associated with your account. You may select a username and password. You must use your username and password to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use Online Banking to:

- Withdraw funds from the checking, savings and money market accounts you have with us, with a check mailed to you.
- Make deposits to the checking, savings and money market accounts you have with us.
- Make transfers between the checking, savings and money market accounts with us.
- Make transfers from the checking, savings, and money market accounts with us to other members' accounts.
- Obtain balance information related to the checking, savings, money market, club, and loan accounts.
- Open additional checking and savings accounts.
- Make payments on your Credit Union loans from the checking, savings, and money market accounts.
- Access internet bill pay services to make payments to various creditors.
- Verify whether a check or other item has cleared your account.
- Take an advance from a line of credit account.
- Obtain tax information on amounts earned on applicable accounts.
- Obtain information on interest paid on loan accounts.
- Change your username, password, image and security phrase.
- Access or utilize other services that we may make available to you from time to time.
- Place stop payments on checks.
- Order checks.
- Transfer funds to other people using the Account to Account (A2A) transfer feature.

Transactions involving the accounts you have with us are addressed by the MSA, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

2. Service Limitations

a. Online Access Service.

i. Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a savings or money market account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

ii. Bill Payments. Bill payments may not exceed \$25,000.00 for a single transaction or \$25,000.00 in total transactions in a single day. You may not pay more than \$1,800.00 total to one individual or \$3,600.00 total to multiple individuals in a single day. There is a limit of \$500 for Person to Person (P2P) payments sent by email in a single day.

iii. Account Information. The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

3. Security of Username and Password

The username and password is established for your security purposes. They are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your username and password. You agree not to disclose or otherwise make your username and password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your username and password, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that person may use Online Banking, online services, or your check card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your username and password and you agree that the use of your username and password will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your username and password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your username and password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your username and password is changed. If you fail to maintain or change the security of your username and password and the Credit Union suffers a loss, we may terminate your electronic fund transfer and account services immediately.

4. Member Liability

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service or password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account or password and accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For all EFT transactions except electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your

account without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your access device, account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. In no event will you be liable for more than \$50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used your Card or password without your permission or you have lost your Card, call: toll-free 800-368-9328, or write to us at: 2401 E Pershing Blvd, Cheyenne, WY 82001.

5. Business Days

Our business days are Monday through Friday. Holidays are not included.

6. Service Charges

There may be certain charges for the EFT services as set forth in "Our Rates and Service Charges". The Credit Union reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

7. Right to Receive Documentation

a. Periodic Statements

All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.

b. Pre-authorized Credits

If you have a direct deposit made to the account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use our Online Banking or you can call us toll-free at 800-368-9328 to find out whether or not the deposit has been made.

c. Terminal Receipt

You may get a receipt at the time you make any transaction over \$15 using an ATM or POS terminal.

8. Account Information Disclosure

We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Notice. We will disclose information to third parties about your account or the transfers you make in the following circumstances:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your written permission.

9. Our Liability for Failure to Make Transactions

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor our service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the

equipment, software, Credit Union, or by internet browser providers such as Microsoft (Microsoft Internet Explorer), Apple (Safari), Mozilla (Firefox), Google (Chrome) or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or our service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online access service and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union and our service providers will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if the Credit Union's online access system was not properly working and such problem should have been apparent when you attempted such transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If your account is frozen because of a delinquent loan or is subject to legal process or other claim.
- If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider, any computer virus, or problems related to software not provided by the Credit Union.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

We may establish other exceptions in addition to those listed above.

10. Termination of EFT Services

You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of your account or PIN breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

11. Preauthorized Electronic Fund Transfers

a. Stop Payment Rights

If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers from your account. You must notify the Credit Union orally or in writing at

any time up to three (3) business days before the scheduled date of a preauthorized transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

b. Notice of Varying Amounts

If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.

c. Liability for Failure to Stop Payment of Preauthorized Transfers

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

12. Notices

We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

13. Billing Errors

In case of errors or questions about electronic fund transfers, call: toll-free 800-368-9328, or write to us at: Blue Federal Credit Union, 2401 E Pershing Blvd, Cheyenne, WY 82001. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

- Tell us your name and account number.
- Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for MasterCard Debit Card transactions) 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 recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

14. Disclaimer of Warranties

NEITHER THE CREDIT UNION NOR ANY SERVICE PROVIDER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING INTERNET BANKING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

Bill Payment (Bill Pay) Agreement

This is your Bill Paying Agreement with Blue Federal Credit Union ("Blue FCU"). The terms and conditions of this Agreement are in addition to the Member Service Agreement and other documents in effect governing the Accounts. You may use Blue FCU's Bill Paying Service ("Bill Pay" or the "Service"), to direct us to make payments from your designated Blue FCU checking account to the Merchants you choose in accordance with this Agreement. "You", "your", or "Owner" refers to each person who signs the Bill Paying enrollment form, enrolls through Blue FCU's Online Banking, or is otherwise authorized to use the Service as a Member/Primary Owner or Joint Owner of the Account. "Merchant" refers to a person or business, including Blue FCU, you designate and that Blue FCU accepts as a payee. "We," "our," "us," and "credit union" refer to Blue FCU that holds the paying Account.

1. Service Charges

The Bill Pay Service is FREE!!! However, service charges may be assessed for additional services, such as: stop payments; a check copy mailed or faxed to a Merchant; special/custom reports, etc. (see "Our Rates and Service Charges"). You will be informed of any such charges before they are incurred. **NOTE:** Your share and loan accounts are still subject to the service charges, balance requirements, etc. articulated in the Member Service Agreement and/or Loan Agreement(s) and by withdrawal or transfer limitations under Federal Regulation D. Your Account will be assessed service charges in accordance with this regulation (see "Our Rates and Service Charges").

2. Setting Up Merchants/Payments

When you sign onto the System, you will establish your list of Merchants by selecting the **Add** button on the Setup Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on the authorized list of payees. If the Merchant is not setup for electronic payments, the Service will generate a paper check for payment. Blue FCU reserves the right to refuse the designation of a Merchant for any reason. We are not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on the Authorized Payee list.

Some Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement, which was received when you opened your Account, which discloses important information concerning your rights, liabilities, and obligations.

3. The Bill Paying Process

Blue FCU will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by Blue FCU, which is currently 2:00 p.m. MST. Variable bill requests received after the business day cut-off time or at any time on a non-business day will be processed on the next business day. Blue FCU reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE ACCOUNT OWNER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS.) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight business days in advance of the due date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a payment date that is at least five business days before the actual due date reflected on your Payee statement. If your actual due date falls on a non-business day you must select a payment date that is at least one business day before the actual due date. Payment dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize Blue FCU to debit your payment Account and remit funds on your behalf. You certify that your payment Account is an Account from which you are authorized to make payments and any payment you make will be debited from this Account. You also authorize the credit of returned payments from using the Bill Pay Service. The Bill Payment Service will bear responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its due date, as long as the Bill Payment was scheduled in accordance with the guidelines described under "The Bill Paying Process" in this Agreement.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

- a. You have not provided the Service with the correct payment Account information, or the correct name, address, phone number, or Account information for the Merchant upon initiation of the payment; and/or,
- b. Circumstances beyond the control of the Service such as, but not limited to: fire, flood, or interference from an outside force preventing the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances; and/or
- c. The payment-processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction.

You agree to have available and collected funds on deposit in the Account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to Blue FCU. We reserve the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and we have not exercised our right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree Blue FCU, at its option, may charge any of your Accounts with us to cover such payment obligations. The Service reserves the right to select the method in which to remit funds on your behalf to your Merchant. Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

4. Electronic Mail (Email)

Sending email is a very good way to communicate with Blue FCU regarding your Accounts; however, your email is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as Account numbers and balances in any email to us. You cannot use email to initiate Online Financial Service transactions. All such transactions must be initiated using the appropriate functions within our Online Banking site. We will not be liable for any errors, omissions, claims, or problems of any kind involving your email.

5. Disclosure of Information

Information submitted to us or our suppliers is the property of those parties, and they may use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party, except as specifically agreed by Blue FCU or prohibited by law.

6. Links to Other Sites

Information that we publish on the Internet may contain links to other sites and third parties may establish links to our site. We make no representations about any other website that you may access to, from or through our website. Unless expressly stated in writing, Blue FCU does not endorse the products or services offered by any company or person linked to this site nor are we responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

7. Virus Protection

Blue FCU is not responsible for any electronic virus that you may encounter using the Service. We encourage you to routinely scan your computer and diskettes using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

8. Returned Payments

In using the Service, you understand that the Service and/or the United States Postal Service may return payments for various reasons; such as, but not limited to, the Service Account number is not valid; the Service is unable to locate Account; or the Payee Account is paid in full. The Service will use its best efforts to research and correct the returned payment, or void the payment and credit your payment Account. You may receive notification from the Service.

9. Governing Law and Federal Disclosure

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of the State of Wyoming, as well as the federal laws of the United States of America. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Laramie County, WY, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

10. Representations and Warranties; Indemnification

In addition to the terms previously disclosed, Blue FCU is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, losses) caused by Online Banking or the use of the Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the credit union or one of its suppliers. In addition, we disclaim any responsibility for any electronic virus the Owner may encounter after installation of such software or use of Online Banking or the Service. Without limiting the foregoing, neither the credit union nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Blue FCU and its suppliers provide Online Banking and the Service from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the Service are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Service, you do on your own initiative and are solely responsible for compliance with

applicable local laws and regulations. Neither Blue FCU nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Service, or contained in any third-party sites linked to or from Institutions web site. BLUE FCU MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, THE SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. BLUE FCU DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION. The Account Owner(s) shall indemnify, defend and hold harmless Blue FCU and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (i) Owner negligence; (ii) the Owner's

failure to comply with applicable law; or (iii) the Owner's failure to comply with the terms of this Agreement.

11. Unauthorized Transactions

You agree to promptly notify the credit union if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your Account(s). If your password has been compromised and you tell us within two business days of discovering the loss or misappropriation, you can lose no more than \$50.00. If you do not tell us within the two business day period, you could lose as much as \$500.00 if we could have stopped the use of your Accounts had we received notice in a timely manner. You should contact us, or the Service provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than 60 days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within 10 business days). If you fail to notify us within the 60-day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please:

- a. tell us your name and Account number;
- b. describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need;
- c. tell us the dollar amount of any suspected error; and
- d. for a Bill Payment, tell us the number of the Account used to pay the bill, the applicable Payee name and Account number, the date the payment was sent, the payment amount and the payment reference number.

Generally speaking, we will tell you the results of our investigation within 10 business days, or 20 business days in the case of international transactions, after we hear from you. However, the process may take from 45 to 90 days to investigate your complaint or question. In this case, we may provisionally credit your Account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within 10 business days of a request from us to do so, we reserve the right to not credit your Account. If we confirm an error, we will correct your Account record within 10 business days, or 20 business days in the case of an international transaction. If we determine that there was no error, we will send you a written explanation, either email or paper, within three business days after we conclude our investigation and will debit any interim amounts credited to your Account. You may request copies of any documents that we use in our investigation.

12. Changes to and/or Termination of Agreement

The terms of this Agreement, applicable fees and service charges may be altered or amended by Blue FCU from time-to-time. In such an event, Blue FCU shall send notice to you either at your address as it appears on Blue FCU's records, via email or by online notice through our Online Banking service. Any continuation of the Service after we send you a notice of change will constitute your agreement of such change(s). Furthermore, we reserve the right, at any time in our sole discretion, to modify, restrict, suspend or discontinue the Service or any portion thereof or your use of the Service or any portion thereof, or to terminate this Agreement, immediately and without prior notice to you. Blue FCU has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Blue FCU, in Online Banking or by fax or phone. Blue FCU is not responsible for any fixed payment made before Blue FCU has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Blue FCU on your behalf.

13. Liability

You are solely responsible for controlling the safekeeping of and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Blue FCU and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Blue FCU is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Blue FCU is not liable for any failure to make a Bill Payment if you fail to promptly notify us after you learn that you have not received credit from a Merchant for a Bill Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, Blue FCU will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. Blue FCU is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

14. Responsibility

Neither Blue FCU nor its suppliers will be liable for any transaction if:

- a. you do not have enough money in your Account to complete the transaction;
- b. a legal order prohibits withdrawals from your Account;
- c. your Account is closed or has been frozen;
- d. the transaction would cause your balance to go over the credit limit for any credit arrangement setup to cover overdrafts;
- e. you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking;
- f. any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly;
- g. you did not provide us with complete and correct payment or transfer information;
- h. you did not properly follow the instructions for use of Online Banking or the Service;
- i. you knew that Online Banking Services were not operating properly at the time you initiated the transaction or payment;
- j. there is postal delay; or
- k. circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder, or delay the transaction.

15. Ownership and Assignment Rights

You may not assign this Agreement to any other party. Blue FCU may assign this Agreement to any present or future, directly or indirectly, affiliated company. We may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

16. Waiver

Blue FCU shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by us of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

17. Integration and Severability

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the credit union. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the credit union, this Agreement will control.

18. Additional Remedies

Due to the likelihood of irreparable injury, the credit union shall be entitled to an injunction prohibiting any breach of this Agreement by the Owner(s).

19. Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than 30 days due to the reasons set forth in this subsection.

20. Acknowledgement and Acceptance of Terms and Agreement:

By acknowledging your acceptance of this Agreement or by using Blue Federal Credit Union's Bill Paying Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time-to-time and which contain additional provisions or instructions applicable to the Service, and to any amendments made thereto.

User Agreement for Money Mover

Blue Federal Credit Union's Money Mover (Account to Account, A2A, or the "Service") allows an Account Member/Owner to transfer money between an Account at Blue Federal Credit Union, also referred to as "Blue FCU", and other verified external accounts. This Agreement governs the use of Blue FCU's A2A Service. By using the Service to conduct transfers, you agree to the terms of this Agreement. As used in this Agreement, "Account(s)" mean the Blue FCU account in which you are either the Member/Primary Owner or Joint Owner/Co-Borrower. "You," "your," and "Owner" refer to the Account Member /Primary Owner or Joint Owner/Co-Borrower(s) using the service. "We," "our," "us," and "credit union" refer to Blue FCU that holds the Accounts.

1. Definitions

- **ACH Network:** means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.

- **ACH Rules:** means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time-to-time.
- **Business Day:** means any day that is not a Saturday, Sunday or bank holiday.
- **Eligible Account:** means your Blue Federal Credit Union share account that is eligible to be used with the Service and is enrolled in the Service.
- **NACHA:** means the National Automated Clearinghouse Association.
- **Verified Account:** means an Account that you own at another financial institution located in the United States that is enrolled in the Money Mover service.

2. Scope of Agreement

This Agreement covers all funds transfers using the Money Mover service initiated by you from time-to-time through Blue FCU's Online Banking service.

3. Service Charges

You will not be charged to use the Money Mover service on our Online Banking. Service charges will be assessed in accordance with the Member Service Agreement with respect to Non-Sufficient Funds, Courtesy Pay, and Stop Payment service charges (see "Our Rates and Service Charges"). **NOTE:** Your share and loan accounts are still subject to the service charges, balance requirements, etc. articulated in the Member Service Agreement and/or Loan Agreement(s) and by withdrawal or transfer limitations under Federal Regulation D. Service charges will be imposed in accordance with this regulation (see "Our Rates and Service Charges"). Blue Federal Credit Union reserves the right to change the service charges imposed for the use of the Service.

4. Description of Service

The A2A Service enables you to request a transfer of funds:

- from my Eligible Account to a Verified Account (held at another financial institution); or
- from a Verified Account to my Eligible Account.

Blue Federal Credit Union uses the ACH Network to execute my A2A requests, but other methods of transfer may also be used. All requests must be made through Blue FCU and are subject to the terms of the Member Service Agreement, this Agreement, each as in effect from time-to-time, other agreements and applicable laws and regulations.

5. Required Equipment

In order to use the Service and to view and retain a copy of the terms and conditions contained in this Agreement, you understand that you must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. You understand that you can also copy of this Agreement by calling 307-432-5400 or 1-800-368-9328.

IMPORTANT: TO ENROLL IN THE A2A TRANSFER SERVICE YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT FOR A2A TRANSFER SERVICE AGREEMENT. THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY FROM TIME-TO-TIME REQUEST A TRANSFER OF FUNDS IN YOUR BLUE FEDERAL CREDIT UNION ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR BLUE FCU ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CONFIRMING ACKNOWLEDGEMENT ABOVE, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BLUE FCU RESERVES THE RIGHT TO PROVIDE

INFORMATION AND NOTICES ABOUT THE MONEY MOVER TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS.

6. Authorization to Transfer Funds

You hereby represent and warrant to Blue Federal Credit Union its directors, officers, employees and agents that you own each Eligible Account and Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize the credit union to execute and charge your Eligible Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Account, including any related service charge, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers (i.e., next day or standard transfers) when your A2A transfer requests are made in accordance with the procedures established by the credit union. You understand and acknowledge that Blue FCU has no obligation to execute any request for a transfer using A2A that is not initiated in accordance with such procedures. You further acknowledge that the acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time-to-time. This authorization shall remain in full force and effect until you have informed the credit union that you have revoked your authorization and we have a reasonable opportunity to act on it.

7. Information Relied Upon by the Credit Union

You acknowledge and agree that Blue FCU is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding the Verified Account are your responsibility. Although you represent and warrant to us that you are the owner of each Verified Account and describe it to us by name and account number (or any other number), you understand and agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions.

8. Limited Power of Attorney

In connection with any request to transfer funds using the A2A service you hereby give the credit union limited power of attorney and appoint the credit union as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from your Verified Accounts, with full power and authority to do and perform each and every item necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any A2A transfer instruction, complying with all security procedures applicable to such transfers, as fully to all intents and purposes as you might or could in person. Once Blue FCU has actual knowledge that you wish to cease using the A2A service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however, that any act done by the credit union in good faith before we have actual knowledge of termination by you and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. You understand and agree that at all times your relationship with the financial institution that maintains each Verified Account is independent of Blue FCU and your use of the Service. You shall not hold Blue FCU responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it.

YOU ACKNOWLEDGE AND AGREE THAT WHEN BLUE FEDERAL CREDIT UNION ORIGINATES A REQUEST FOR A TRANSFER USING THE A2A SERVICE BLUE FCU IS ACTING AS YOUR AGENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS BLUE FCU AS YOUR AGENT UNDER THIS

LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

You agree that Blue Federal Credit Union will initiate a funds transfer request for you only after you access your Eligible Account(s) through our Online Banking service using the customer identification number and personal identification number ("PIN"). Blue FCU shall not be liable for any delay in processing the A2A transfer request if you fail to comply with this security procedure (or any other that may be established by Blue FCU from time-to-time). You acknowledge and agree that the credit union has established commercially reasonable security procedure for the A2A service. You understand that the security procedure is designed to authenticate your identity before accepting a request for an A2A transfer and not to detect errors in the content of your instruction.

9. Verification of Accounts at Other Financial Institutions

After agreeing to this Agreement and providing any additional information requested, you may enroll accounts that you hold at other financial institutions (each, a "Third-Party Account") in the Service. You hereby authorize the credit union to verify a Third-Party Account by one of two means:

- Confirmation of Trial Deposits. You authorize the credit union to verify your Third-Party Account through the use of a trial transfer, in which one or more low value payments will be credited to the account. Sometimes, a low value payment will be both credited to and debited from the account. The trial credit will always occur before the trial debit and will always be of the same or lesser amount. In either case, the credit union will then ask you to verify the amount of the each deposit made into such account.
- Online Verification. If your Third-Party Account is accessible online, you authorize the credit union to validate the account by providing us with my online access credentials so we can confirm your ownership of such account online. You understand and agree that: (a) you are under no obligation to provide us with my access credentials for your Third-Party Account, (b) we will use this Information to verify your ownership of the Third-Party Account only; and (c) will not retain the information about your access credentials, except during the period necessary to complete the verification process, after which it will be destroyed. Once the verification process is successful, each Third-Party Account will become a Verified Account.

10. A2A Transfers

Funds are credited to your account within three business days. The business day on which a request for a transfer is made begins at 2:00 p.m. MST and ends at 2:00 p.m. MST of the following business day. (Example: if Monday and Tuesday are both business days, you can make a "Monday" request up until 2:00 p.m. MT on Tuesday.)

a. A2A Transfer Limitations

You understand that Blue Federal Credit Union may impose limits on external transfers based on accounts, amount of transfers, and amount of transfers per month; your relationship with Blue FCU, fraud screening, and other factors may affect these limits. Set limits are subject to change as we deem appropriate.

Furthermore, Federal Regulations limit the number of Electronic Funds Transfers, including A2A requests, from savings or money market accounts. You understand that Blue Federal Credit Union may limit transfers from these accounts to six per month/statement cycle. If you exceed this limitation, you understand that Blue FCU may impose a service charge for each transfer in excess of the six, may restrict my ability to do further A2A transfers, or may close the account.

b. Means of Transfer

You understand that Blue Federal Credit Union uses a variety of banking channels and facilities to make funds transfers, but will

ordinarily use the ACH Network. We may choose any reasonable means that we consider suitable to complete a transfer that you request using the Service. You authorize us to choose the means we deem suitable to cause each of your Money Mover transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, EPN, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

c. Currency of Funds Transfer

The Money Mover service is available for funds transfers to and from Verified Accounts in the United States only and is made in U.S. dollars only.

d. Transfers Subject to the Rules of the Third-Party Accounts

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third-Party Accounts. You agree not to request any Money Mover transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

11. Delays, Non-Execution of Funds Transfer Request

You agree that Blue Federal Credit Union shall not be responsible for any delay, failure to execute, or the incorrect execution of your funds transfer request due to circumstances beyond our reasonable control including, without limitation: any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the financial institution or execution of such request by the financial institution, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary financial institution or beneficiary financial institution.

BLUE FEDERAL CREDIT UNION MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

12. Actions Taken Upon Unsuccessful Transfers

If a requested funds transfer could not be completed, you understand that Blue Federal Credit Union, upon learning that the Money Mover transfer has failed, will make reasonable effort to complete the transfer again. If the second attempt is successful, the additional processing could delay the completion of the funds transfer by one or more business days. If the funds transfer fails a second time, we will notify you by email so that you may contact the financial institution where the Verified Account is held in order to understand the reason for such failure.

13. Rejection of a Transfer Request

Blue Federal Credit Union reserves the right to reject your funds transfer request. We may reject your request if the dollar value of one or more of my transfer requests exceeds your daily or monthly transfer limits (as more fully described above), if you have insufficient available funds in your Eligible Account for the amount of the Money Mover transfer, plus any applicable service charge, if your request is incomplete or unclear, if we identify a security risk related to a requested transfer or if we are unable to fulfill your request for any other reason. You understand and agree that if the credit union rejects a request for a Money Mover transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by email as soon thereafter as we have determined to reject the request.

14. No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to Blue FCU that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of such Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

15. Governing Law

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Wyoming, as well as the federal laws of the United States of America. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Laramie County, Wyoming, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

16. Claims; Limitation of Liability; No Warranty

You agree that within 30 days after you receive notification that your Money Mover transfer request has been executed, you will tell us of any errors, delays, or other problems related to your request. If your funds transfer request is delayed or erroneously executed as a result of Blue FCU's error, our sole obligation to you is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by Blue FCU shall be at our published savings account rate in effect within the state of the financial center of the account from which the funds transfer was made. In any event, if you fail to notify us of any claim concerning your funds transfer request within one year from the date that you receive notification that your request has been executed, any claim by you shall be barred under applicable law.

YOU AGREE THAT BLUE FEDERAL CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, SERVICE CHARGES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (i) YOUR GRANTING US AUTHORITY TO VERIFY A THIRD-PARTY ACCOUNT; (ii) OUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR OUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH YOUR A2A TRANSFER INSTRUCTIONS; (iii) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD-PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (iv) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (v) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT IS BLUE FEDERAL CREDIT UNION RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR A2A TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, BLUE FEDERAL CREDIT UNION, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

17. Indemnity

In consideration of the Agreement by Blue Federal Credit Union to act upon your request to make an A2A transfer in the manner provided in this Agreement, you agree to indemnify and hold Blue FCU, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of our acting upon

Money Mover transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify Blue FCU against its gross negligence, bad faith, or willful misconduct.

18. Cancellations, Amendments or Recalls of a Transfer Request

You may cancel or amend a funds transfer request only if we receive your request prior to our execution of the funds transfer request and at a time that provides us with a reasonable opportunity to act upon that request. If your funds transfer request has been executed by the credit union, you understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account. If you decide to recall or amend your funds transfer and your request has already been executed by the credit union, we will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return your funds. If the beneficiary bank confirms that the funds are returnable and agrees to do so, once the funds are returned to us by the beneficiary bank, we will return the funds to you. The amount that is returned to you may be less than you originally transferred because of service charges of the beneficiary bank and/or Blue FCU. Blue FCU shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request.

19. Unauthorized Money Mover Transfers

You understand that if you think that someone else has learned my access credentials for Online Banking or an unauthorized transfer or other type of online transaction has been made from one of my accounts, you must notify the credit union immediately by telephone or, if you are unable to telephone us, in writing to: Blue Federal Credit Union, 2401 E Pershing Blvd, Cheyenne, WY, 82001. By providing such prompt notice, you may limit your personal liability for unauthorized transfers.

20. Changes to and/or Termination of Agreement

You agree that we reserve the right to change the terms and conditions of this Agreement as required by law or credit union policy. Unless otherwise required by law, we may amend this Agreement without prior notice to you. Blue Federal Credit Union may modify or discontinue the Service, with or without notice, without liability to you at any time. If we choose to notify you of an amendment or are required to do so by law, we may ask you to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to you at the last address we have on file for you. We reserve the right, subject to applicable law and regulation, to terminate your right to use the Service at any time and for any reason, including, without limitation, if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms of this Agreement or, if you provide us with false or misleading information or interfere with other users or in the administration of the Service.

21. Ownership and Proprietary Rights

You acknowledge and agree that Blue Federal Credit Union and its agents own all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the Service or any of our other services or technology.

22. Authorization of Consent and Agreement

By acknowledging your acceptance of this Agreement or by using Blue Federal Credit Union's Money Mover (Account to Account or A2A) Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time-to-time and which contain additional

provisions or instructions applicable to the Service, and to any amendments made thereto.

Mobile Banking & Mobile Deposit Terms and Conditions

This Agreement covers your and our rights and responsibilities concerning your Mobile Banking services offered to you by Blue Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign an application or authorization to use an electronic funds transfer service and any authorized users. The words "we," "us," and "our" mean the Credit Union. By submitting a Mobile Banking Service enrollment or your acceptance of Mobile banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through the Mobile Banking services ("Services") involving your deposit accounts at the Credit Union.

1. Mobile Banking Service Terms and Conditions

a. Service Access

Mobile Banking is a personal financial information management service that allows you to access account information and make transactions as set forth above using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Mobile Device"). We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking registration and management website accessed through the Online banking system.

b. Use of Services

You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the Online instructions posted on our Web site. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.

c. Transactions

At the present time, you may use the Mobile Banking account access service to:

- Withdraw funds from the checking, savings and money market accounts you have with us, with a check mailed to you.
- Make deposits to the checking, savings and money market accounts you have with us.
- Make transfers between the checking, savings and money market accounts with us.
- Make transfers from the checking, savings, and money market accounts with us to other members' accounts.
- Obtain balance information related to the checking, savings, money market, club, and loan accounts.
- Open additional checking and savings accounts.
- Make payments on your Credit Union loans from the checking, savings, and money market accounts.
- Access internet bill pay services to make payments to various creditors.
- Verify whether a check or other item has cleared your account.
- Take an advance from a line of credit account.

- Obtain tax information on amounts earned on applicable accounts.
- Obtain information on interest paid on loan accounts.
- Change your username, password, image and security phrase.
- Access or utilize other services that we may make available to you from time to time.
- Place stop payments on checks.
- Order checks.
- Transfer funds to other people using the Account to Account (A2A) transfer feature.

d. Relationship to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us including the Member Service Agreement and "Our Electronic Funds Transfer Terms." You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of your existing agreements with any service providers of yours, including service carrier or provider (e.g., Cingular, Verizon, Sprint, T-Mobile, Alltel, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

If you authorize the use of Touch ID for Mobile Banking, the Mobile Banking service may be accessed using any fingerprint recognized by your Wireless Device, even if it is not your own. If you have permitted another person to use their fingerprints to authorize activity on your Wireless Device, their fingerprint will also gain access to Mobile Banking if you have authorized Touch ID.

e. Mobile Banking Software License

You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software application on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software application to that new or different Mobile Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Agreement; (ii) your deletion of the Software application from your Mobile Device; or (iii) our written notice to you at anytime with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Mobile Device.

f. Your Obligations

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following requirements. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software application (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers,

or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

g. Mobile Banking Service Limitations

Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

2. EFT Services Conditions

The use of your Account and EFT services are subject to the following conditions:

a. Security of Password

Any personal identification number (Password) that you select is for your security purposes. The Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your Password, you understand that person may use the Mobile Banking service to review all of your account information and make account transactions. Also, you are responsible for all transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Mobile Device and Password or other means to access Mobile Banking, you are responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. For anyone you authorize to use your Password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Password is changed. If you fail to maintain or change the security of your Password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

b. Joint Accounts

If any of the accounts that you register under the Mobile Banking service is a joint account, you represent that your joint account holder has consented for you to use that account with any Service. We will end your use of any Service if any joint account holder notifies us that (i) they never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

c. Illegal Use or Internet Gambling

You may not use the Mobile banking services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

You agree that all transactions that you initiate by use of a Service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We have restricted all online gambling transactions by use of an electronic funds transfer service.

3. Mobile Deposit Service

a. Operation of Service

1) Mobile Deposit Capture Process. If we approve the Mobile Deposit service for you, you must use your Password with your Login to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

2) Funds Availability. Funds from items deposited through the Service will be available in accordance with the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.

3) Deposit Limitations. If you have been a member of the credit union for 90 days or less, you may not deposit more than \$1,000.00 per day and not more than \$15,000.00 each month using the Mobile Deposit service. For members who have been with the credit union more than 90 days, deposit limitations are as follows:

- Silver Members: \$5,000.00 per day and \$15,000.00 per month
- Gold Members: \$7,500.00 per day and \$25,000.00 per month
- Sapphire Members: \$10,000.00 per day and \$35,000.00 per month.

4) Deposit Acceptance. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other method that we permit.

b. Your Obligations

1) Responsibility for Imaging. You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.

2) Deposit Requirements. You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not meeting this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards that we specify in online instructions or in this Agreement.

For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR MOBILE DEPOSIT ONLY TO BLUE FCU". If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union

arising from the payment of the original paper check without such required endorsement.

3) Check Retention & Destruction. You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and the Member Service Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

4) Deposit Prohibitions. You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means:

- Any substitute check, the original of which has already been presented for deposit via the Service;
- Any image of a check that has already been deposited either as an original or as a substitute check;
- Any original check, the substitute check of which has already been presented for deposit via Mobile Deposit;
- Any check made payable (individually or jointly) to someone who is not an owner on your account;
- Any post-dated or stale-dated check;
- Money orders, traveler's checks, or gift checks;
- Starter checks or counter checks; and
- State warrants or other instruments that are not checks.

If you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

5) Your Representations and Warranties

You represent and warrant:

- That you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;

- That all checks deposited through the Service are made payable to you;
- That all signatures on each check are authentic and authorized; and
- That each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

6) Financial Responsibility. You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

7) Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Member Service Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

c. Credit Union's Responsibility

1) Financial Data. We will review and process your electronic file through a batch processing at one time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

2) Service Availability. You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

3) Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be illegible for the service ("Exception Item") including, without limitation,

electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefrom may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.

4) Account Information. We will provide you with daily transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

5) Retention of Check Images. Credit Union will retain any images of deposited items for six (6) years.

d. Disclaimer of Warranties

You acknowledge that the service is provided on an "as is" and "as available" basis. The credit union is not responsible for any errors or omissions in or to any information resulting from your use of the service. The credit union makes no and expressly disclaims all warranties, express or implied, regarding the service including the warranty of title and the implied warranties of merchantability, fitness for a particular purpose and noninfringement. Without limiting the generality of the foregoing, the credit union disclaims any warranties regarding the operation, performance or functionality of the service (including, without limitation, that the service will operate without interruption or be error free). Member further acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and/or telecommunication lines or circuits. Member hereby assumes all risks relating to the foregoing.

e. Credit Union's Liabilities

1) Direct Damages. ***The credit union's liability shall be limited to direct damages sustained by member and only to the extent such damages are a direct result of the credit union's gross negligence or willful misconduct; provided that the maximum aggregate liability of the credit union resulting from any such claims shall not exceed one hundred dollars. In no event shall the credit union be liable for special, incidental, punitive or consequential loss or damage of any kind including lost profits whether or not the credit union has been advised of the possibility of such loss or damage. The credit union's licensors or suppliers will not be subject to any liability to member in connection with any matter.***

2) Your Duty to Report Errors. You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

3) Credit Union's Performance. You acknowledge and agree that Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Credit Union in

performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that Credit Union's systems and procedures established for providing the Service are commercially reasonable.

4) Limitation of Liability. Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- The ownership of funds involving a transaction is in question;
- We suspect a breach of the security procedures;
- We suspect that your account has been used for illegal or fraudulent purposes; or
- We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Credit Union will not be liable if Member fails to report timely any error or discrepancy reflected in an account statement prepared by Credit Union, or if Member fails to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

f. Force Majeure

The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

4. Member Liability

You are responsible for all transfers you authorize using any of your EFT Services under this Agreement. Tell us at once if you believe anyone has used your Account or Password and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing our account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make including made by a Password or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable up to the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Account or Password has been compromised or that someone has transferred or may transfer money from your account without your permission, call: toll-free 800-368-9328, or write to us at: 2401 E Pershing Blvd, Cheyenne, WY 82001.

5. Business Days

Our business days are Monday through Friday. Holidays are not included.

6. Service Charges

There are no Credit Union charges for the Mobile Banking Services except as set forth in this Agreement and "Our Rates and Service Charges." Your normal account charges will continue to apply as set forth on the Service Charges Schedule. You authorize us to automatically charge your account for all such service charges incurred under this Agreement. In the future, we may add to or enhance the Service features and by using such added or enhanced features, you agree to pay any applicable service charges.

7. Right to Receive Documentation of Transfers

a. Periodic Statements.

Transfers, withdrawals, and purchases transacted through the Mobile banking service or with a participating merchant will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.

b. Mobile Banking Services.

Transaction history is also available through the Mobile Banking services.

8. Account Information Disclosure

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: www.bluefcucu.com. However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party merchant;
- To comply with government agency or court orders;
- If you give us your express permission.

9. Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error, and in no case will we be liable for any indirect, special or incidental damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, the transfer would go over the credit limit on your line of credit, if applicable, or if the funds in your account are subject to an administrative hold, legal process or other claim
- If you used the wrong Password or you have not properly followed any applicable mobile device or Credit Union user instructions for making transfer and bill payment transactions.
- If your computer or mobile device fails or malfunctions or the Mobile Banking services were not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- In the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- If there are other exceptions as established by the Credit Union.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the

payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, service charge, penalty, or interest is assessed against you.

- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.

10. Termination of EFT Services

You agree that we may terminate this Agreement and your use of your EFT services if you or any authorized user of your Password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Password or you or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

11. Amendment and Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with notice at least twenty-one (21) days before the effective date of any change, as required by law.

12. EFT Billing Errors

In case of errors or questions about your EFT Service transactions, other than transfers from a line of credit, telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors or errors involving transactions initiated outside the United States). If we decide to do this, we will re-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 recredit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

13. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Massachusetts as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.