

Digital Banking Disclosure & Agreement

Notice of Change

The following information amends the *Digital Banking Disclosure & Agreement* that was previously provided to members enrolled in digital banking prior to 2/18/2025.

THE FOLLOWING SECTIONS HAVE BEEN UPDATED:

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DIGITAL BANKING AGREEMENT

This *Digital Banking Disclosure & Agreement* ("Agreement") states the terms and conditions that apply when you use our Mobile or Online Banking and Bill Pay services ("Service"). These terms and conditions are in addition to those that apply to any Accounts you have with us or any other services you obtain from us. Other agreements you have entered into with Salal Credit Union ("Credit Union"), including your *Consumer Membership & Account Agreement*, as amended from time to time, are incorporated by reference and made a part of this Agreement. This Agreement governs the use of all services and features within our Mobile and Online Banking Service. This Agreement describes your rights and obligations as a user of the Service, as well as the rights and obligations of the Credit Union. In this Agreement, the words "you" and "yours" mean those who agree to the terms and conditions of this Agreement. The words "we," "us," and "our" mean the Credit Union. The word "Account" means any one or more deposit, loan, and line of credit Accounts you have with the Credit Union.

RELATION TO OTHER AGREEMENTS

You will be subject to the terms of our *Consumer Membership & Account Agreement* for transactions involving your deposit Accounts and any applicable loan agreement for transactions involving a line of credit, credit card, or loan with the Credit Union. This includes any other agreements or disclosures, including but not limited to: *ACH External Transfer Disclosure & Agreement*, *Application Disclosure & Agreement*, *Consumer & Business Bill Pay Disclosure & Agreement*, *Electronic Payment Portal Disclosure & Agreement*, *eStatement Disclosure & Agreement*, *Mobile Check Deposit Disclosure & Agreement*, *Password Self-Reset Disclosure*, and *Zelle Disclosure & Agreement*.

DIGITAL BANKING AGREEMENT CONSENT

By checking "I Agree" and clicking "Continue," you agree to the terms and conditions of this Agreement and you agree to accept communications in electronic format. As such, please read this Agreement carefully. You also agree that you have the necessary equipment for accessing and viewing electronic documents and you agree to notify us if you change your email address. By requesting and using any of the Services, you agree to comply with the terms and conditions of this Agreement. We recommend printing or saving a copy of this Agreement for future reference. We will send a printed copy of the Agreement to you at your request.

DIGITAL BANKING SERVICES

If we approve your application for this Service, you may use a computer or other mobile device to access your Accounts. Access to the Service requires a Username and Password. You are responsible for the installation, maintenance, and operation of your computer or mobile device. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer or mobile device. We may add or remove certain features and/or functionality available from time to time. You can use the Service seven (7) days a week, twenty-four (24) hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

CONSENT TO RECEIVE ELECTRONIC NOTICES, DISCLOSURES, AND OTHER RECORDS

By using the Service, you consent to and agree that:

- Any notice, disclosure, record, or other type of information (each referred to hereafter as a "Notice"), that is provided to you in connection with your Accounts or the Service, may be sent to you electronically, as allowed by applicable law. Notices may include but are not limited to the following:
 - Updates or Amendments to our disclosures pertaining to the products and services you have with the Credit Union.

- Monthly account statements
- Notice of change in account terms
- Notice of fee changes
- Account disclosures
- Tax statements
- Alerts
- Responses to any questions you may have about electronic funds transfers
- Privacy and security notices
- Electronic communication that comes to the email address provided by you, through digital banking, Docusign, or any other third-party system we have contracted to conduct transactions electronically.
- A Notice may be provided as a separate electronic document or may be included in an electronic Account statement. An electronic Notice sent to any Account owner shall be deemed sent to, and received by, all Account owners on the day we send it. We reserve the right to send a Notice in paper format by postal mail.
- We will not be obligated to provide any Notice to you in paper form unless you specifically request us to do so, as allowed by applicable law. You may request a paper copy of a Notice by contacting us at the phone number listed under “How to Contact Us” below. You may be charged a fee for a paper copy of a Notice as set forth in your *Consumer Membership & Account Agreement* and the current *Product & Fee Disclosure* governing your Account.
- Your consent to receive Notices electronically remains in effect until you withdraw your consent, close your membership, or discontinue or terminate Service with us. You may withdraw this consent to receive electronic delivery of Notices by contacting us at the address or phone number set forth below under the heading “How to Contact Us.”
- In order to receive Notices electronically you must maintain computer hardware and software of sufficient capability to be able to access and retain them electronically. See “System and Equipment Requirements” below.

HOW TO CONTACT US:

- Call us at **800.562.5515** or **206.298.9394**.
- Write to us at **Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029**.
- Use the secure messaging feature within Mobile or Online Banking.

SERVICE CONDITIONS

Your use of the Service is subject to the following conditions:

System and Equipment Requirements

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and access, receive, and retain electronic Notices. You will need computer or mobile access, an email address, Internet service, and a printer or computer storage such as a hard drive or thumb drive for printing and saving documents. You must have access to:

- Your Accounts(s) with us must be in good standing.
- Desktop, Laptop, or Mobile Device:
 - To support electronic signatures and notary, a device with a working camera and microphone will be needed.
- Internet Access
- Operating System:
 - Windows – versions that are still supported by Microsoft and support a browser listed below.
 - OSX – versions that are still supported by Windows.
 - OSX, Android, or iOS – current and the prior two major versions.
- Supported Browsers:
 - Edge – two most recent versions
 - Firefox – two most recent versions
 - Chrome – two most recent versions
 - Safari – two most recent versions
- Mobile:
 - Apple iOS – two most recent versions
 - Android – two most recent versions
- Screen Resolution: 1024 x 768 minimum
- Security:

- Allow per session cookies
- Users accessing the Internet behind a Proxy Server must enable HTTP 1.2. settings via proxy connection.
- PDF Reader: Acrobat Reader or similar software might be required to view PDF files.
- A browser that supports 128-bit encryption and JavaScript.
- You will need access to a printer and/or other storage medium such as a hard drive for printing disclosures, eStatements, or downloading information.
- You will also need an external email address for the delivery of electronic Notices.

We may revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

ENROLLMENT PROCESS

You must complete the enrollment process to use the Service. You may complete the self-enrollment process, which involves completing a secure online application via the Internet. We will use the information provided to verify your identity. You will also choose your Username and Password during the enrollment process.

You may also contact us at **800.562.5515** or **206.298.9394** and we can assist you with the enrollment process.

User Authentication and Security Procedures

We reserve the right to deny access to the Service or reject a transaction on an Account without notice to you if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, at our sole discretion, require verification of user identity in a manner satisfactory to us, at any time before allowing access or logging into the Service, or before authorizing an online transaction from an Account. Such verification may be in any form we determine appropriate and may include, without limitation:

- Verification of Username and/or Password.
- Verification of personal information contained in Credit Union records.
- Multi-Factor Authentication (MFA) may be required at times, by email, text, phone, or authentication app.
- Correct response to questions devised from public records and consumer reporting agencies on subjects only the user likely would have personal knowledge (sometimes called “out of wallet” or “knowledge-based authentication” questions).
- Verification of online activity by simultaneous contact through a non-online channel (sometimes called “verify by phone” or “out of band” authentication).
- Any verification procedure that we may determine appropriate. In the event that you do not successfully provide the information requested, we may, at our sole discretion:
 - Refuse a transaction.
 - Require you to contact us by phone or in person at a branch for further validation of identity.
 - Cancel the Service.
 - Take any security precautions we deem appropriate to prevent unauthorized use of the Service or Account.

User Responsibility for Online Security

To log into the Service, it is mandatory to input a Username and Password. After initial setup, you will be required to select your own Password. To help safeguard your security, you should change your Password frequently. The frequency in which you change your Password is entirely up to you. We do not provide notice to you regarding when you should change your Password. Your Password can be changed within the Service. Do not write your Password anywhere or store it on your computer. If you forget your Password, use the online automated “Reset Your Password” process in the Service or call us at **800.562.5515** or **206.298.9394** to regain access. You should never include your Password in any oral, written, faxed, or email communication with us or anyone. No Credit Union employee will ever ask you for your Password.

Security of Username and Password

The Username and Password that you select is for your security purposes. The Username and Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Username and Password. You agree to:

- Keep your Password secure and strictly confidential and not disclose or otherwise make your Password available to anyone not authorized to sign on to your Accounts.
- Instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person.
- Immediately select a new Password if you believe your Password may have become known to an unauthorized person.

If you believe that your Password or other means to access your Account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling **800.562.5515** or **206.298.9394**. You can also contact us by sending a secure message through the Service.

If you authorize anyone to use your Username and Password or if anyone otherwise gains access to your Username and Password, you understand that person may use the Service 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. Anyone who uses your Username and Password in any manner, will be considered to have unlimited authority in amount and manner to use your Account until you specifically revoke such authority by immediately changing and safeguarding your Username and Password to prevent any future unauthorized use.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSES YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, OR AN AGGREGATION SERVICE PROVIDER). YOU ARE RESPONSIBLE FOR ANY TRANSACTIONS MADE BY SUCH PERSONS UNTIL YOU REVOKE THEIR ACCESS BY IMMEDIATELY CHANGING AND SAFEGUARDING YOUR PASSWORD TO PREVENT UNAUTHORIZED USE. IF YOU FAIL TO MAINTAIN THE SECURITY OF YOUR ACCOUNT, INCLUDING CHANGING AND SAFEGUARDING YOUR PASSWORD, AND THE CREDIT UNION SUFFERS A LOSS, WE MAY TERMINATE YOUR SERVICE IMMEDIATELY. YOU AGREE THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING PASSWORD CHANGE CONFIRMATIONS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL.

OTHER SECURITY GUIDELINES:

- Passwords should not be shared among authorized users.
- We strongly recommend use of the most current versions of Internet browsers for accessing the Service.
- The security of public computers (e.g. in a library or Internet cafe) cannot be assured; therefore, we strongly recommend that you refrain from accessing the Service on a public computer.
- You and your authorized users should sign-off after every Service session; however, as an additional security measure, your online session will automatically end after fifteen (15) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log in. In addition, the Service will temporarily restrict your access after three (3) consecutive unsuccessful log in attempts.
 - You may use the “Forgot Password” feature to regain access or call us at **800.562.5515** for assistance.
- You should also routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- You should also utilize a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- You should periodically update your computer operating system and browser for critical security-related patches.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER AND SOFTWARE. WE AND OUR SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

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

CONTACT INFORMATION

You must promptly report to us any change to your contact information, including email address, physical address, mailing address (if different), and telephone numbers, by updating within the digital banking Service. To provide electronic Notices, we must maintain a current member email address at all times and it is your sole responsibility to keep this information current.

SERVICE INTERRUPTIONS

We may perform maintenance on our systems from time to time, which may result in interrupted service. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. You agree that we will not be liable to you if our digital banking system is delayed or unavailable at any time. We make no warranty to you regarding your equipment or the software including fitness for a particular purpose.

ILLEGAL USE OF SERVICE

You agree that all transactions that you initiate through this 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. You are prohibited from using the Service for illegal Internet gambling. Your transactions using this Service may only be conducted for legal transactions.

SERVICE LIMITATIONS

The following limitations for digital banking transactions may apply:

Transfers

You may make funds transfers to your other Accounts as often as you like. However, in accordance with federal regulations, you are limited to a total of six (6) preauthorized or third-party transfers from your savings or money market Accounts as

described in the *Consumer Membership & Account Agreement* in any one month. Withdrawal transfers exceeding six (6) per month may result in a fee per withdrawal transaction. Exceeding the withdrawal transfers limit three (3) times within a rolling 12-month period may result in your savings or money market Account being converted to a checking Account. You may transfer or withdraw up to the available balance in your deposit Account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. Transfer limits can be found within digital banking on the TRANSFERS screen by selecting the "Limits" link.

Account Information

The Account balance and transaction history information may be limited to recent information involving your Accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy, which can be found in our *Consumer Membership & Account Agreement*.

USER CONDUCT

You agree not to use the Service, or the content or information delivered through the Service, in any way that would:

- 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.
- Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity.
- 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).
- Be false, misleading, or inaccurate.
- 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.
- Be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing.
- Potentially be reasonably perceived as illegal, offensive, or objectionable.
- Interfere with or disrupt computer networks connected to the Service.
- Interfere with or disrupt the use of the Service by any other user.
- Use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

MOBILE BANKING SERVICE LIMITATIONS

Neither we nor any of our service providers assume responsibility for the timeliness, deletion, error in delivery, 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.

QUICK LOG IN

We may offer the option to log into Mobile Banking using a biometric ID, such as face recognition or fingerprint for fast easy login. If you have enabled this feature in your mobile device's settings, you can then turn it on or off through the mobile app's settings. You can also disable this feature at any time through your mobile device's settings under the Biometrics section. The mobile app also has a Snapshot feature that lets you check your balances without having to log in. The Credit Union does not have access to your biometric information.

You acknowledge that by enabling biometric ID you will be allowing anyone who has biometrics stored on your device to access your Account on Mobile Banking. We caution you against storing the biometrics of others on your device. If you do, please make sure the individuals who have biometrics stored on your device can be trusted with access to your personal and financial Account information available through Mobile Banking. The Credit Union reserves the right to suspend or disable this feature at any time. Biometric ID can only be associated with one Salal Username at a time on a device. Please check your mobile phone service provider disclosures regarding how the provider uses and stores your biometrics and data.

STOP PAYMENT REQUESTS

The ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. A verbal stop payment may be placed, with the understanding that it will only remain in place as long as a signed form is returned to the Credit Union within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set in the current *Product & Fee Disclosure* governing your Account.

DRAFT/CHECK STOP PAYMENT

You may place a stop payment on a check or draft if it has not yet cleared your Account. There is a fee for this service, the fees are listed in the current *Product & Fee Disclosure* governing your Account.

BILL PAY STOP PAYMENT

To place a stop payment on a check that went out through Bill Pay, you must contact the Credit Union at **800.562.5515** or **206.298.9394**.

ACH STOP PAYMENT

To place an ACH stop payment, you must contact the Credit Union at **800.562.5515** or **206.298.9394**. An ACH stop payment can only be placed on an item that has not posted to your Account. You must give three (3) business days prior notice to any scheduled debits before placing a stop payment. ACH stop payments may be subject to a fee, as listed in the current *Product & Fee Disclosure* governing your Account.

MISCELLANEOUS

TERMINATION OF SERVICES

You agree that we may terminate this Agreement and your Services if you or any authorized user of your Services breach this Agreement or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your Username or Password. You or any other authorized 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.

If you choose to cancel receiving electronic Notices, you will no longer be able to utilize Mobile and Online Banking. You can notify us of your intent to cancel electronic Notices by sending us a secure message through digital banking, or by contacting us through any of the methods listed above. Your cancellation to receive electronic documents will become effective after we have had a reasonable opportunity to act upon it.

You may opt out of eStatements at any time by accessing the EDOCUMENTS screen and selecting "Unsubscribe" within digital banking. If you opt out of eStatements, we will resume delivery of your paper statements by U.S. Mail. You may also call the Credit Union at **800.562.5515** to opt out.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. If you have not used any of the Services for a period of six (6) months, the Credit Union may consider these Services to be inactive and may cancel your registration without notice. If your registration is canceled due to inactivity, and you later decide you want to use these Services, you may re-register at any time.

You have the right to:

- Know the categories of personal information we collect about you and the categories of sources from which we collect such information.
- Know the specific pieces of personal information we have collected about you in the past 12 months.
- Know the business or commercial purpose for collecting your personal information.
- Request deletion of the personal information we have collected from you.
- Opt-out of the sale of your personal information. We do not sell your personal information.

To exercise any of these rights, submit a verifiable consumer request to us by either:

- Calling us at **800.562.5515**
- Emailing us at **Support@SalalCU.org**

AMENDMENTS AND NOTICES

The Credit Union reserves the right to change the terms and conditions upon which this Service is offered. The Credit Union will send notice to you before the effective date of any change, as required by law. Use of this Service is subject to existing regulations governing the Credit Union and any future changes to those regulations or new regulations.

MEMBER RESPONSIBILITIES - ELECTRONIC COMMUNICATIONS

You agree that your computer satisfies the hardware and software requirements specified above and you certify that you are capable of retaining and accurately reproducing the electronically delivered communications as electronic records for any future reference. You certify you have provided us with your current email address to which we may send electronic Notices and you will immediately notify us of any changes in your email address.

If we learn that you are no longer receiving email communications (for example, an email is returned to us as undeliverable), we will make a reasonable attempt to redeliver your notification electronically. If unsuccessful, we may discontinue sending you email Notices. We are not obligated to verify that you have received or can access any communications. You can update your email address, contact, and other information in digital banking, or through one of the contact methods listed above.

STATEMENT ERRORS ON CONSUMER ACCOUNTS

If you believe your Username or Password has been lost, stolen or compromised; that someone has transferred or may transfer money from your Account without your permission; or if you have questions about your transactions, you should notify us as soon as possible by one of the following methods:

- Call us at **206.298.9394** or **800.562.5515**.
- Write to us at **Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029**.
- Use the secure messaging feature within Mobile or Online Banking.

If you believe your statement is incorrect or you need further information regarding transactions on your statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent or made available to you on which the transaction in question or error occurred. You must include:

- Your name and member number.

- A description of the error or transaction in question, include as much detail as possible and clearly explain why you believe it is an error or why you need more information.
- The dollar amount of the transaction in question.

If you report your suspected error or question to us verbally, we may require that you send your complaint to us in writing within ten (10) business days from the date of your verbal notification. We will notify you of the results from our investigation within ten (10) business days after we hear from you and will correct the error promptly. If we require more time to complete our investigation, we reserve the right to take up to forty-five (45) days. In this case we will provide your Account with provisional credit within ten (10) business days for the amount you think is in error. If we ask you to submit your complaint to us in writing and we do not receive it within ten (10) days from your verbal notification, we may not provide your Account with provisional credit. If we determine that an error did not occur, we will send you a written explanation by mail within three (3) business days after the completion of our investigation. You may ask for copies of documents used in our investigation. Provisional credit may be revoked if we find that an error did not occur.

ALL AGREEMENTS AND DISCLOSURES ARE “IN WRITING”

This *Digital Banking Disclosure & Agreement* and all Online Statements delivered electronically or otherwise made available to you on your EDOCUMENTS page will be considered “in writing” and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

ENFORCEMENT AND PAYMENT OF LEGAL EXPENSES

You agree to be liable to the Credit Union for any liability, loss, expense, or other such loss due to wrongful acts committed by you relating to the provision of Services under this Agreement.

You shall also be responsible for any loss that the Credit Union incurs as a result of any dispute with others involving your Accounts or Services. You authorize the Credit Union to deduct any amount related to such liability, loss, or expense from your Account without prior notice to you. In the event any third-party brings a legal action against you regarding matters involving Services under this Agreement, you agree to reimburse and hold harmless the Credit Union for its expenses and liability wrongfully caused by you.

If there is a legal dispute between you and the Credit Union, the prevailing party shall be entitled, subject to Washington state 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, regarding enforcement of the provisions of this Agreement.

GOVERNING LAW

You acknowledge and agree that your consent to electronic Notices is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (ESIGN Act), and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. With respect to all other matters, the laws of the State of Washington shall apply.

DISCLAIMER OF DAMAGES: YOU AGREE WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, ATTORNEY FEES, GOODWILL, USE, DATA, OR OTHER TANGIBLE OR INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) RESULTING FROM (I) THE INABILITY TO USE THE SERVICE, (II) THE COST PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE INCLUDING THE INSTALLATION, OPERATION, OR MAINTENANCE OF YOUR COMPUTER OR RELATED EQUIPMENT INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

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