

Electronic Services Terms and Conditions User Agreement

This Electronic Services Terms and Conditions User Agreement ("Agreement") contains terms and conditions for the use of COMMUNITY 1ST CREDIT UNION Electronic Services ("Services") including: Online Banking, BillPayer, Pay a Friend, Debit Card Swap, Mobile Banking, Mobile Remote Deposit Capture, Digital Wallet, and Card Alerts that COMMUNITY 1ST CREDIT UNION or its affiliates ("COMMUNITY 1ST CREDIT UNION", "us", "our", or "we") may provide to you ("you", "your", "cardholder", or "User"). Other agreements you have entered into with COMMUNITY 1ST CREDIT UNION, including the Membership and Account Agreement, Electronic Fund Transfers Agreement and Disclosure, or other Disclosures, as applicable to your COMMUNITY 1ST CREDIT UNION account(s), are incorporated by reference and made a part of this Agreement. By using the Services, you agree to the terms and conditions of this Agreement. This Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Iowa. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. "SMS" means a text messaging service for sending short messages usually up to 160 characters in length to mobile device, including cellular phones and smartphones.

1. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after COMMUNITY 1ST CREDIT UNION has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, COMMUNITY 1ST CREDIT UNION reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

2. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you an electronic communication to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

3. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by COMMUNITY 1ST CREDIT UNION from time to time. See www.c1stcreditunion.com for current hardware and software specifications. COMMUNITY 1ST CREDIT UNION is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

4. Fees. A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. COMMUNITY 1ST CREDIT UNION may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize COMMUNITY 1ST CREDIT UNION to deduct any such fees from any COMMUNITY 1ST CREDIT UNION account in your name. Fees may not be charged during promotional campaigns. Current fees are available online or you may request a paper copy by contacting 1.866.360.5370. Your mobile carrier, internet service provider or other third parties may charge you for messages you receive as a result of using the Services. You are responsible for web access, data and text messaging charges that may be accessed by your mobile carrier, internet service provider or other third parties while using the Service. You should contact your carrier, provider or other third party for complete pricing details.

5. Account Registration and Security. Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are

responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of your account information, including your username, password, and any other security credentials used to access services. You agree to immediately notify us of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username, password, or any other security credentials used to access services.

6. Online Banking. To access your accounts through Online Banking, you must have an account and an online password.

Sending electronic mail (E-mail) is a way to communicate with the credit union. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of Online Banking. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s). You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within or call us toll-free at 1.866.360.5370.

With Online Banking, you can manage your personal or small business accounts from your home or office on your personal computer. You can use Online Banking to: view account balances and review transaction history, transfer money between accounts (as noted in the applicable Membership and Account Agreement and Disclosures), pay bills to any merchant, institution or individual, communicate directly with COMMUNITY 1ST CREDIT UNION, or open additional share accounts within your existing membership.

You will be given an Online Password that will give you access to your accounts. This password can be changed within Online Banking using the settings options. We recommend that you change your password regularly. COMMUNITY 1ST CREDIT UNION will act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

Although there are no fees for accessing your accounts through Online Banking, you may be asked to designate a payment account for selected Services such as BillPayer. You agree to pay promptly all fees and charges for Services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees. If you close the payment account, you must notify us and identify a new payment account for the selected Services. Additionally, if you close all accounts, you must notify COMMUNITY 1ST CREDIT UNION to cancel the Services. Your online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your Services, you must call COMMUNITY 1ST CREDIT UNION at 1.866.360.5370.

If you do not access your accounts through Online Banking for any thirteen (13) month period, COMMUNITY 1ST CREDIT UNION reserves the right to disconnect your Services without notice. Please note that your BillPayer information will be lost if you are disconnected. You agree to be responsible for any telephone charges incurred by accessing your accounts through Online Banking. If you wish to cancel any of the Services offered through COMMUNITY 1ST CREDIT UNION, please contact the Member Relations Center at 1.866.360.5370 or send cancellation instructions in writing to: COMMUNITY 1ST CREDIT UNION, 1100 Hutchinson Ave., Ottumwa, IA 52501.

External Transfers. External Transfer is a feature that COMMUNITY 1ST CREDIT UNION offers so you can transact between your COMMUNITY 1ST CREDIT UNION account and an account that you are the owner of at another financial institution. You may transfer in and out of your accounts from other financial institutions. To ensure you are the rightful owner and have proper access to an external account, we employ a registration process for each newly added account. You may set up accounts at any time by entering the routing number for the financial institution and the account number for the account. A set of small dollar transactions will be sent to your external account within 1-3 business days. You must review the account, find the set of small dollar transactions and enter this information within the online banking service from COMMUNITY 1ST CREDIT UNION. After this is completed successfully you can transact between your accounts at will. You may delete an external account at any time by accessing this feature in

the online banking service from COMMUNITY 1ST CREDIT UNION. You may schedule one-time external transfers or establish a recurring transfer with the frequency of your choice. Inbound and outbound transfers are limited to 1000 transfers per month and a maximum of \$30,000 per month. We will process external transfers through the Automated Clearing House (ACH) and will be subject to NACHA rules and regulations.

Any account requiring more than one signature for withdrawal, draw, or transfer of funds is not eligible for the service. You agree not to register any account for the service that requires more than one signature to withdraw, draw, or transfer funds. You agree not to change the account documentation for accounts registered with the service to require two or more signatures until you have removed access to the account from the service.

You agree that you are authorized to initiate every inbound or outbound transfer you request in the amount requested. You also agree that you have the authority to transact on the accounts involved in external transfers at the time you set up the transfer and at the time that we initiate the debit or credit. You agree that you will only transact on open accounts and that you have sufficient funds available to cover any external transfers.

YOU ARE LIABLE FOR ALL EXTERNAL TRANSFERS THAT YOU MAKE OR AUTHORIZE, EVEN IF THE PERSON YOU AUTHORIZE EXCEEDS YOUR AUTHORITY. If you permit other persons to use the Service, you are responsible for any transactions they authorize from your accounts. If you have given someone your credentials and want to terminate that person's authority, you must notify us immediately. We may have to change your credentials or take additional steps to prevent further access by such person.

Text Banking. By subscribing, using an Electronic Signature, clicking "I Agree," requesting access, providing Login Credentials, entering your mobile cell phone number and/or using the text banking service, you and anyone else you authorize (i.e., an Authorized Person) agree to be bound by this agreement. Your acceptance of this agreement constitutes your enrollment and registration in the Text Banking Service and evidences affirmative consent under the E-Sign Act. Upon activation, Users may enable the text banking feature of mobile banking, by which certain basic account information (e.g., balances, etc.) can be quickly retrieved, even without the formal Login process, through your registered Mobile Device.

Mobile carrier message and data fees may apply. Users may later opt out or disable the Text banking featured within the application.

You are and will remain subscribed to the Service until you send STOP to the COMMUNITY 1ST CREDIT UNION Text Banking Service. To opt out of alerts, reply STOP to 226563. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that one.

If you deactivate cellular service for the mobile phone number that you enrolled in text banking, you are responsible for deactivating the mobile phone number from text banking. Notify us immediately of any changes to your registered device. In case of unauthorized access to your device or service, you agree to deactivate the device immediately through Online Banking.

You agree to indemnify, defend and hold harmless from any third-party claims, liability, damages or costs arising from your use of the service or from you providing us with a phone number that is not your own.

You agree that we will not be liable for failed, delayed or misdirected delivery of any information sent through the service; any errors in such information; any action you may or may not take in reliance on the information or service; or any disclosure of account information to third parties resulting from your use of the service. We will not be liable to you for special, indirect or consequential damages.

Our Liability. Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, or by Internet browser providers, OR by Internet access providers, OR by Online service providers, OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

Overdrafts: Order of Payments, Transfers, Other Withdrawals. If your account has insufficient funds to perform all electronic fund transfers (ATM withdrawals, pre-authorized transactions, transfers and bill payments, etc.) that you have requested for a given business day, then: (a) Certain electronic fund transfers involving currency disbursement, like ATM withdrawals, will have priority, and (b) The electronic fund transfers initiated through online banking may result in an overdraft of your account and may, at COMMUNITY 1ST CREDIT UNION's discretion, be canceled. In addition, you will be charged the same overdraft charges that apply to your account.

Additional Terms and Conditions. Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available real time. Transferring Funds - If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

7. BillPayer. BillPayer allows you to schedule bill payments to third parties. This service includes BillPayer and P2P. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of BillPayer. We are unable to process any payment of taxes or court-directed payments through BillPayer.

Payment Instructions. By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through BillPayer. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When BillPayer receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of BillPayer, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer. For this reason, it is recommended that all payment transfers be scheduled at least (7) seven business days before the actual due date. In any event, including, but not limited to, choosing a payment date less than (7) seven business days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

Person 2 Person (P2P) Transfer. P2P is a service that allows users to send money via Billpayer to others using an email address or SMS text message. You must be enrolled as a Billpayer user to access this service. We do not guarantee the identity of any recipient or ensure that a recipient will complete a transaction. P2P transfers are subject to daily transfer limits of \$2500.00. To request a P2P transfer, you must provide your routing number and account number. At the time of a P2P transfer request, you will be asked to indicate a secret keyword that you will need to share with the recipient in order for them to accept the transfer. Funds will be debited from your account when the recipient has accepted payment. If the recipient does not accept payment within (9) nine calendar days, the transfer will be cancelled.

Liability. BillPayer will use its best efforts to process all your payments properly. However, BillPayer shall incur no liability if it is unable to complete any payments initiated by you through payment services because of the existence of any one or more of the following circumstances:

- Your account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft protection account.
- The 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 have not provided us with the correct names or account information for those persons or entities to whom you wish to direct payment.
- Circumstances beyond the control of BillPayer, such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction. BillPayer has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 5 PM (Central Standard Time), on the Payment Date, by using the DELETE function on the "Pending Payment" screen.

8. Pay a Friend. Pay a Friend is a service that allows users to send money to others using an email address or mobile phone number. You must have a COMMUNITY 1ST CREDIT UNION debit card to access this service. Pay a Friend is made available at our sole discretion. We do not guarantee the identity of any recipient or ensure that a recipient will complete a transaction. Pay a Friend may not be used for the purchase or sale of goods or services and is not intended to be used for business, commercial, or merchant transactions. We may discontinue Pay a Friend if evidence of business, commercial, or merchant use is discovered. Do not use Pay a Friend to pay or receive payments from people you do not know. Pay a Friend transfers are subject to daily transfer limits of \$1210.00. To request a Pay a Friend transfer you must provide your COMMUNITY 1ST CREDIT UNION debit card information. Funds will be debited from your account when the recipient has accepted payment. If the recipient does not accept payment within (10) ten calendar days, the transfer will be cancelled. The recipient must provide debit card information to receive funds. If they choose to not provide debit card information or their institution does not participate, they will be asked to provide their account number and routing number and the transfer will be completed through the Automated Clearing House (ACH) and will be subject to NACHA rules and regulations. You are solely liable for errors you make in using Pay a Friend. Funds that are credited to a recipient cannot be recalled by us.

9. Debit Card Swap. Debit Card Swap is a service that allows users to update COMMUNITY 1ST CREDIT UNION debit card information with certain third-party providers ("Payees"). In order to use the Debit Card Swap service you will need to enable your COMMUNITY 1ST CREDIT UNION debit card within your online banking account and select any available payees with which to link your account by providing us with the information necessary to access such payee accounts (such as usernames and passwords). You hereby authorize us to use and store your payee account information and to access your accounts on payee sites to provide Debit Card Swap to you and to configure Debit Card Swap so that it is compatible with the applicable payee sites. You represent and warrant to us that you are the legal owner of any account on payee sites that you access via Debit Card Swap and that you have the authority to allow us to access your accounts using your payee account information on your behalf.

If you use the Debit Card Swap service, payee accounts will be updated with the enabled COMMUNITY 1ST CREDIT UNION debit card as the billing account for the payee. Payees will be paid using funds from the COMMUNITY 1ST CREDIT UNION debit card ("Funding Account") you have entered. By initiating a payment through the Debit Card Swap service, you authorize us to charge the funding account that you designate to make such payments. You represent and warrant that you have the right to authorize us to charge each funding account for payments you initiate using the Debit Card Swap service. You agree to maintain a balance in each specified funding account that is sufficient to fund all payments you initiate using the Debit Card Swap service. If for any reason the Debit Card Swap service is unable to access funds from a specified funding account to complete a payment transaction you initiate (for example, non-sufficient funds or closed account), the transaction may not be completed. We are not responsible for any overdraft fees or insufficient fund charges that result from your failure to maintain a balance in a funding account that is sufficient to fund the payments you initiate using the Debit Card Swap service. We are not responsible for loss of service with payee due to the COMMUNITY 1ST CREDIT UNION debit card enabled being declined for any reason.

You acknowledge and agree that: (a) some payees may not allow us to access your account on payee sites on your behalf; (b) payees may make changes to payee sites and/or other services, with or without notice to us, that may affect overall performance of the Debit Card Swap service and prevent or delay payment to such payees; (c) certain payees may not accept payment from all types of funds sources (for example, not all payee sites may accept debit cards); and (d) we may, in our sole discretion, impose limits on the number and amount of payments, in aggregate, that you can send using the Debit Card Swap service.

When you send a payment via Debit Card Swap, the payee is not required to accept it. You agree that you will not hold us liable for any damages resulting from payee not receiving payments made through the Debit Card Swap service for any reason. It is your responsibility to review all payments you initiate using Debit Card Swap against account statements you receive from us. You acknowledge that some transactions may take longer to be credited to your account on a payee site due to circumstances beyond our control, such as delays in handling and posting

payments, errors with payee account information, or errors with funding instructions. You are solely responsible for ensuring that payments made using Debit Card Swap arrive by the payee due date.

You are solely liable for errors you make in using Debit Card Swap. Without limiting the foregoing, we will not be responsible or liable: (a) if a fund account you specify as a payment source is closed or does not contain sufficient funds to complete a transaction; (b) if a payment is rejected, returned, mishandled, or delayed by the payee or us for any reason; or (c) due to (i) any unavailability of Debit Card Swap for any reason, (ii) fraud or attacks on the services, or (iii) circumstances beyond our control (for example, fire, flood, third-party networks, or any failure by your computer, software, or internet connection).

Termination. COMMUNITY 1ST CREDIT UNION reserves the right to terminate your use of any bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself or calling the Member Relations Center at 1.866.360.5370. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

10. Mobile Banking. The COMMUNITY 1ST CREDIT UNION Mobile Banking App provides a customized and fast Mobile Banking experience designed specifically for smartphones and devices.

Mobile Banking is a personal financial information management service that allows you access to your COMMUNITY 1ST CREDIT UNION account(s) information. COMMUNITY 1ST CREDIT UNION does not permit your Passcode or any account information to be stored on your device. With Mobile Banking, you can manage your personal or small business accounts from your home or office on your personal mobile device. You can use Mobile Banking to: view account balances and review transaction history, transfer money between accounts (as noted in the applicable Membership and Account Agreement and Disclosures), pay bills to any merchant, institution or individual, communicate directly with COMMUNITY 1ST CREDIT UNION, or open additional share accounts within your existing membership.

When a new version of the COMMUNITY 1ST CREDIT UNION Mobile App is available, you will be notified of the update via an alert in the app store of your device. Simply update, and then you may continue your mobile banking.

We reserve the right to modify the Services at any time. In the event of any modifications, you are responsible for making sure that you understand how to use the App as modified. We will not be liable to you for any losses caused by your failure to properly use the Services or your Wireless Device.

The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. Neither we nor any of our service providers warrants that the Services or the Software App will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data or loss of personalized settings.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e. AT&T, Verizon, etc.) and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking, which may include downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless 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 provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any related network, Wireless Device or mobile network which you utilize to access Mobile Banking. The Services and Software are provided "As Is" without warranty of any kind, express or implied including, but not limited to warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness.

You agree to exercise caution when utilizing the Services on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Neither we nor our service providers are liable for failures to perform our obligations under this Agreement resulting in fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control.

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your personal information (email address, etc.) up to date and accurate. You represent that you are an authorized user of the Wireless Device you will use to access Mobile Banking, and that you are authorized to download and install the Software App on your Wireless Device.

You agree not to give or make available your Mobile Banking password or other means to access your account to any unauthorized individuals. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless Device or other means to access your account has been lost or stolen, or that someone may attempt to use Mobile Banking without your consent, you must notify us in accordance with the notification requirements set forth in your Electronic Fund Transfers Agreement and Disclosure.

11. Mobile Remote Deposit Capture. The mobile remote deposit capture services are designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to COMMUNITY 1ST CREDIT UNION or COMMUNITY 1ST CREDIT UNION's designated processor.

Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to COMMUNITY 1ST CREDIT UNION is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.

- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by COMMUNITY 1ST CREDIT UNION's current procedures relating to the Services or which are otherwise not acceptable under the terms of your COMMUNITY 1ST CREDIT UNION account.
- Checks payable on sight or payable through draft, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For mobile deposit only, COMMUNITY 1ST CREDIT UNION account #_____" or as otherwise instructed by COMMUNITY 1ST CREDIT UNION. You agree to follow any and all other procedures and instructions for use of the Services as COMMUNITY 1ST CREDIT UNION may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from COMMUNITY 1ST CREDIT UNION that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that COMMUNITY 1ST CREDIT UNION is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted during normal business hours on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in two business days from the day of deposit. COMMUNITY 1ST CREDIT UNION may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as COMMUNITY 1ST CREDIT UNION, in its sole discretion, deems relevant.

Disposal of Transmitted Items. Upon your receipt of a confirmation from COMMUNITY 1ST CREDIT UNION that we have received an image that you have transmitted, you agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to COMMUNITY 1ST CREDIT UNION upon request.

Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$2,500.00 per business day for natural person members. In addition, the current monthly dollar limit is \$5,000.00 per any 30 consecutive calendar day period for natural person members. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Different limits apply to business account remote deposit capture. See your separate Remote Deposit Capture Agreement for limits that apply to your business accounts.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in COMMUNITY 1ST CREDIT UNION's sole discretion subject to the Membership and Account Agreement and Disclosures governing your account.

Errors. You agree to notify COMMUNITY 1ST CREDIT UNION of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable COMMUNITY 1ST CREDIT UNION account statement is sent. Unless you notify COMMUNITY 1ST CREDIT UNION within 60 days, such statement

regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against COMMUNITY 1ST CREDIT UNION for such alleged error.

Errors in Transmission. By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. COMMUNITY 1ST CREDIT UNION bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality. The image of an item transmitted to COMMUNITY 1ST CREDIT UNION using the Services must be legible, as determined in the sole discretion of COMMUNITY 1ST CREDIT UNION. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by COMMUNITY 1ST CREDIT UNION, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

User Warranties and Indemnification. You warrant to COMMUNITY 1ST CREDIT UNION that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to COMMUNITY 1ST CREDIT UNION is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless COMMUNITY 1ST CREDIT UNION from any loss for breach of this warranty provision.

Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

12. Digital Wallet. You can add an eligible COMMUNITY 1ST CREDIT UNION debit card ("card") to a Digital Wallet ("Wallet") by following the instructions of the Wallet provider. If your card or underlying account is not in good standing, that card will not be eligible to enroll in the Wallet. When you add a card to the Wallet, the Wallet allows you to use the card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your card is accepted.

The terms of your Membership and Account Agreement and Electronic Fund Transfers Agreement and Disclosure that govern your card and account do not change when you add your card to the Wallet. The Wallet simply provides another way for you to make purchases with the card. Any applicable fees and charges that apply to your card will also apply when you use the Wallet to access your card. COMMUNITY 1ST CREDIT UNION does not charge you any additional fees for adding your card to the Wallet or using your card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

COMMUNITY 1ST CREDIT UNION is not responsible for the Wallet. We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of your card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact your use of the Wallet. We are not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Wallet. You should contact the Wallet provider if you have questions concerning how to use the Wallet or problems with the Wallet.

We can block you from adding an otherwise eligible card to the Wallet, suspend your ability to use a card to make purchases using the Wallet, or cancel entirely your ability to continue to use a card in the Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your card, if you have an overdue or negative balance on your card account, if applicable laws change or if directed to do so by the Wallet provider or the applicable

card network (such as Visa). You may remove a card from the Wallet by following the Wallet provider's procedures for removal.

You agree to protect and keep confidential your User ID, passwords, and all other information required of you to make purchases with your card using the Wallet. If you share these credentials with others, they may be able to access your Wallet and make purchases with your card or obtain your personal information. Your Membership and Account Agreement requires you to contact us promptly if you believe there are errors or if you suspect fraud with your card. We will resolve any potential error fraudulent purchase in accordance with the Membership and Account Agreement. We will not be liable for any losses you incur except as specifically described in the Membership and Account agreement or as otherwise provided by law.

In addition to your efforts to keep your credentials secure, we take reasonable steps to help ensure that information we send to others from your use of the card in the Wallet is sent in a secure manner. However, the Wallet provider is responsible for the security of information provided to it or stored in the Wallet. We are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet.

13. Card Alerts and Controls. BY ENROLLING IN ALERTS AND CONTROLS IN CARD MANAGEMENT, YOU ARE: (1) REQUESTING THE SERVICE ALERTS AND CONTROLS DESIGNATED BY YOU; (2) CONSENTING TO RECEIVE THE SERVICE ALERTS TO THE MOBILE PHONE NUMBER(S) VIA SMS TEXT MESSAGES AND/OR EMAIL MAIL ADDRESS(ES) DESIGNATED BY YOU; (3) AGREEING TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES; AND (4) CONSENTING TO RECEIVE THESE TERMS AND CONDITIONS ELECTRONICALLY.

Eligibility. To use the Service, you must have a COMMUNITY 1ST CREDIT UNION VISA credit and/or debit card(s) and a corresponding account in good standing; enroll in the COMMUNITY 1ST CREDIT UNION Online & Mobile Banking Programs; enroll in Alerts and Controls in Card Management in the COMMUNITY 1ST CREDIT UNION Online & Mobile Banking Programs; have a U.S. mobile account with a mobile network provider; and, a compatible mobile phone or browser. The Service can be used abroad in countries with compatible mobile networks, though mobile phone charges may be higher. You are responsible for ensuring that your use of the Service does not breach any other agreements to which you are a party e.g., with your mobile network provider.

Service Features. The Service includes the following Features:

- Request transaction alerts by dollar amount, transaction type or location.
- Temporarily enable and disable card(s)
- Set a transaction to decline if it meets one of the following criteria:
 - Transaction spend amount over \$X.XX
 - Monthly spend amount over \$X.XX (based on calendar month)
 - Transaction Type - The transaction type is set by the Merchant and VISA
 - In-Store
 - Online
 - ATM (credit card only)

After initial enrollment we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your Login ID, password, secure access code or account information. If you receive such a request (even if they are using our name and logo and appear to be genuine), or you suspect anyone knows your Login ID, password, secure access code or account information you should contact us immediately. If you fail to do so, you may be liable for any unauthorized transactions on your account(s). Please refer to the Cardholder Agreement and/or Membership and Account Agreement, Electronic Fund Transfer Disclosure for information on your liability for unauthorized activity on your card(s) and account(s).

In response to your request for transaction alerts the Service will send you the alerts that you selected ("consumer-selected alerts") to the mobile phone number(s) via SMS text messages and/or email address(es) you have designated. Your mobile phone numbers, email addresses, and the types of available Service alerts that you wish to

receive, are designated by you when you register a Card. You may change those designations by going to the applicable COMMUNITY 1ST CREDIT UNION Card Management alerts page.

COMMUNITY 1ST CREDIT UNION ATMs are not included as part of the Service for VISA debit cards. The Service will not block VISA debit card transactions at COMMUNITY 1ST CREDIT UNION ATMs.

The Service does not allow for the cancellation of authorized or pre-authorized debit card transactions. It is not intended as a method for stopping payment on authorized or pre-authorized transactions. In accordance with VISA Operating Rules, all transactions, for which there is a prior authorization, will be paid by COMMUNITY 1ST CREDIT UNION. This applies to authorizations made in both card present and card not present situations, and in cases of pre-authorized recurring transactions. Pre-authorized recurring transactions must be stopped in accordance with the agreement made with the merchant involved in the pre-authorizations.

Consumer-selected alerts. If you registered to receive consumer-selected alerts to your mobile phone number(s) the actual time between a transaction made with your Card that triggers a consumer-selected alert and the time the consumer-selected alert is sent to your mobile phone number is dependent on your wireless service and coverage within the area in which you are located at that time. Consumer-selected alerts may not be available to be sent to your mobile phone number(s) in all geographic areas.

Changing your Alert Message Delivery Channel. To change your credit and/or debit card(s) alert message delivery channel go to the Card Management page in the COMMUNITY 1ST CREDIT UNION Online & Mobile Banking Programs and uncheck the box for email if you want to discontinue receiving credit and/or debit card(s) alerts by email or uncheck the box text message if you want to discontinue receiving credit and/or debit card(s) alerts by text message. The change will discontinue the channel for all cards under the COMMUNITY 1ST CREDIT UNION Online & Mobile Banking Programs' login.

Termination of Participation. To terminate participation in the Service and discontinue credit and/or debit card(s) alerts and controls go to the Card Management page in the COMMUNITY 1ST CREDIT UNION Online & Mobile Banking Programs and disable alerts and controls by unchecking the box Enroll in Alerts and Controls. By clicking Disable Enrollment, alerts and controls will be turned off for all cards under the COMMUNITY 1ST CREDIT UNION Online & Mobile Banking Programs' login. You may also opt-out of having consumer-selected alerts sent to your mobile phone number by texting "STOP" as a reply to any SMS message received as part of the Service. In addition, at any time you may send a text that says STOP to Card Alerts = 66368. You will receive an opt-out confirmation.

Availability/Interruption/Delivery Failure. The Service is available when you have your mobile device within operating range of a carrier with an appropriate signal for data services. The Service is subject to transmission limitations and service interruptions. COMMUNITY 1ST CREDIT UNION has no control and is not responsible if a transaction is not declined when a control is set. COMMUNITY 1ST CREDIT UNION does not guarantee the delivery or accuracy of consumer-selected alerts or that the Service (or any portion of the Service) will be available at all times or in all areas. You acknowledge and agree that COMMUNITY 1ST CREDIT UNION is not responsible for any delays, failure to deliver, or misdirected delivery of consumer-selected alerts; or for any errors in the content of a consumer-selected alert; or if a transaction is not declined when a control is set. You further acknowledge and agree that COMMUNITY 1ST CREDIT UNION is not responsible for performance degradations, interruptions, failures or delays due to conditions due to any hardware, software, or networks associated with bringing you the Service including, but not limited to, your mobile device. You acknowledge that COMMUNITY 1ST CREDIT UNION shall not be liable to you if you are unable to be sent consumer-selected alerts to your mobile phone number(s) as you requested.

Content Restrictions. You agree that you will not use the Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or any other activity that could diminish or harm the reputation of COMMUNITY 1ST CREDIT UNION or any of its service providers involved in providing the Service.

Third Party Networks. You understand and agree that the content of consumer-selected alerts will not be encrypted and will be transmitted over various third party networks and systems and that COMMUNITY 1ST CREDIT UNION and

its service providers involved in providing the Service will not be responsible for the confidentiality, privacy or security of such information or data.

Alerts and/or Controls Do Not Amend Existing Terms and Conditions for Cards. THE ALERTS AND THESE TERMS AND CONDITIONS DO NOT AMEND EXISTING TERMS AND CONDITIONS OF THE DOCUMENTS GOVERNING YOUR VISA CREDIT AND/OR DEBIT CARD(S) YOU REGISTERED WITH THE SERVICE. THESE TERMS AND CONDITIONS SUPPLEMENT THE TERMS OF YOUR CARDHOLDER AGREEMENT AND/OR MEMBERSHIP AND ACCOUNT AGREEMENT AND ELECTRONIC FUND TRANSFER DISCLOSURE WITH US GOVERNING THE VISA CREDIT AND/OR DEBIT CARD(S) YOU REGISTERED WITH THE SERVICE. THE ALERTS THAT ARE SENT TO YOU THROUGH THE SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE THESE TERMS AND CONDITIONS, YOUR CARDHOLDER AGREEMENT AND/OR THE MEMBERSHIP AND ACCOUNT AGREEMENT, ELECTRONIC FUND TRANSFER DISCLOSURE, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR VISA CREDIT AND/OR DEBIT CARD(S) ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT(S).

14. Electronic Communications. You consent to receive electronic communications and disclosures from us in connection with electronic services. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communication that we provide to you electronically satisfy any legal requirement that such communications be in writing. By providing COMMUNITY 1ST CREDIT UNION with a mobile phone number, you are expressly consenting to receiving SMS text messages from COMMUNITY 1ST CREDIT UNION, its affiliates, and agents at that number; and by providing us with an email address, you are expressly consenting to receiving email messages from us and our affiliates and agents at that email address. You certify you are authorized to grant COMMUNITY 1ST CREDIT UNION consent to contact you at the mobile phone number and email address provided. This express consent applies to each mobile phone number and email address that you provide COMMUNITY 1ST CREDIT UNION now or in the future. If at any time you revoke this consent, COMMUNITY 1ST CREDIT UNION will suspend or discontinue Services. You acknowledge that you are not required to give your consent as a condition of purchasing any product or service. Communication may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

15. Privacy Policy. You acknowledge and agree that all information collected by us is subject to our privacy policy. By using the services, you consent to all actions we take with respect to your information in compliance with our privacy policy.

16. Right to Receive Documentation.

- Periodic Statements. Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic 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.
- Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 1.866.360.5370. This does not apply to transactions occurring outside the United States.

17. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- 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.

- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).
- To comply with government agency or court orders; or
- If you give us your written permission.

18. Credit Union 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

19. Member Liability. You are responsible for all transactions you authorize using your electronic fund transfers (EFT) services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an EFT has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft limits). You acknowledge and agree to the terms in the Electronic Fund Transfers Agreement and Disclosure for these services. If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call: 1.866.360.5370, 1.800.383.8000 (lost/stolen), or write to: COMMUNITY 1ST CREDIT UNION, 1100 Hutchinson Ave., Ottumwa, IA 52501. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from a service without your permission.

20. Billing Errors. In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at: 1.866.360.5370, or write to: COMMUNITY 1ST CREDIT UNION, 1100 Hutchinson Ave., Ottumwa, IA 52501.

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can why you believe the Credit Union has made 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) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

NOTE: If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

21. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Membership and Account Agreement and Disclosures or any other agreement with us.

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

23. Ownership & License. You agree that the services and content are licensed or owned by us and our licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed in the software are registered and unregistered marks of ours and our licensors. The software is licensed, not sold, to you. You acknowledge and agree that, as between you and us, we are and shall remain the sole owner of the services, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to COMMUNITY 1ST CREDIT UNION's business interest, or (iii) to COMMUNITY 1ST CREDIT UNION's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

24. 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) 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.

25. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF COMMUNITY 1ST CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

26. Governing Law.

These Terms and Conditions will be governed by, construed and enforced in accordance with the laws of the State of Iowa, without regard to the conflicts of law principles thereof.