

END USER LICENSE AGREEMENT/ TERMS FOR MOBILE BANKING AND MOBILE REMOTE DEPOSIT SERVICES/ eSTATEMENTS

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2. **Ownership.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the terms of this Agreement.
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4. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
5. **Updates.** The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.
6. **Text Messages.** Text messaging services are provided by your Service Provider and not by any other third party. You and your Service Provider are solely responsible for the content transmitted through text messages sent between you and your Service Provider. You must provide source indication in any text messages you send (e.g. mobile telephone number, From field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.
7. **Consent to Use of Data.** You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.
8. **Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND AS AVAILABLE BASIS

WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. **Export Restrictions.** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

11. **U.S. Government Restricted Rights.** The Product is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

12. **Miscellaneous.** This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Mobile Deposit Application End User License Agreement

Description of Application. (a) Mobile Deposit is a personal financial information management service that allows you to transmit and deposit checks and other financial instruments through use of the Application provided by us through our online banking services using compatible and supported mobile phones and/or other compatible and supported wireless devices or network devices under your control (the "Service"). (b) We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

License and Restrictions. (a) Subject to the terms of this Agreement, we hereby grant you a limited, personal, revocable, nonexclusive, nonsublicensable, nonassignable, nontransferable, nonresellable license and right to use the Application for the sole purpose of your use of the Service. (b) You acknowledge and agree that any and all intellectual property rights (the "IP Rights") in the Service and the Application are and shall remain the exclusive property us. Nothing in this Agreement intends to or shall transfer any IP Rights to, or to vest any IP Rights in, you. You are only entitled to the limited use of the rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that is not contained in the Service and Application, but may be accessed through the Service, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties. (c) You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Application or Service or any part thereof without our prior written consent. (d) You agree not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Application, the Service, or any part thereof. You agree not intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing the Service or Application to connect to any computer server or other device not authorized by us. (e) We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Service or Application. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Application. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Service or Application. (f) We have no obligation whatsoever to furnish any maintenance and support services with respect to the Service or Application, and any such maintenance and support services provided will be provided at our discretion. (g) You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Application by you, including, your location, device based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing the Services. This license shall survive termination of this Agreement for such period as necessary for us to provide the Services, comply with the law, or comply with an internal guidelines or procedures.

Compliance and Indemnification. (a) You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations. (b) Any image of a check that you transmit using the Application must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements (c) You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned. (d) In the event any item that you transmit for remote deposit that is credited to your

account is dishonored, you authorize us to debit the amount of such item from your account. (e) You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items. (f) You understand and agree that the Services may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at your branches or through your ATMs or by mailing the original check to your bank at its then current address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit. (g) Processing of transactions may be limited based on our normal hours of operation, or those of third party financial service organizations involved in a transaction. (h) You make the following warranties and representations with respect to each image of an original check you transmit to utilizing the Application: (i) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check. (ii) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate. (iii) You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid. (iv) Other than the digital image of an original check that you remotely deposit through the Application, there are no other duplicate images of the original check. (v) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check. (vi) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item. (vii) The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change. (viii) You have not knowingly failed to communicate any material information to us. (ix) You have possession of each original check deposited using the Application and no one will submit, or has submitted, the original check for payment. (x) Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems. (xi) In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact you regarding such error or breach as set forth below. (i) You agree to indemnify and hold us harmless, along with our directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorney fees), and damages resulting from: (1) any negligent acts, omissions or willful misconduct by you; (2) your use of the Service and Application; (3) any breach of this Agreement by you; and/or (4) your violation of any law or of any rights of any non-party. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, and agents, licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.

Rules, Laws and Regulations. You agree to abide by and comply with all local, state, and federal rules, laws and regulations. These rules include but are not limited to Regulation CC "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act). The Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this agreement and as amended from time to time.

Service and Funds Availability. Once approved for the JOLT CREDIT UNION Mobile Deposit program, you may use the services to deposit checks into your account(s) with the Credit Union, subject to the terms of this agreement. Checks deposited through the services will be converted to image items for processing. The services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Membership Agreement and Truth-In-Savings schedule, which govern the use of your account. We are notifying you in advance that deposits made by the JOLT CREDIT UNION Mobile Deposit program do not fall under the standard provisions of Regulation CC Expedited Funds Availability Act. As such, longer hold periods may apply.

You agree to receive notice of extended hold times via the e-mail address provided in your Account Application. The maximum single JOLT CREDIT UNION Mobile Deposit is \$5,000.00. The maximum daily limit is \$5,000.00. The maximum number of items per day is ten (10).

Returned Deposits. Any credit to your account using JOLT CREDIT UNION Mobile Deposit is provisional. If a check deposited through JOLT CREDIT UNION Mobile Deposit is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Member Eligibility. You understand that you must be a Jolt Credit Union member in good standing and meet other pre-determined qualifying factors to qualify for the services. To determine if you are eligible for these Services contact the Member Call Center at 989-799-8744 or 800-798-2328 ext. 892.

Access. To use JOLT CREDIT UNION Mobile Deposit, you must have a compatible mobile device with our system, access to telecommunication services necessary for the JOLT CREDIT UNION Mobile Deposit service. Application upgrades may be required from time-to-time for continued use of the services.

Equipment or System Failure. In the event of a system failure, you agree that, in order to deposit your checks, you must deliver them directly to a Credit Union branch office for processing. If the checks were scanned prior to the system failure, you must obtain our approval before delivering the checks to a branch office for processing.

Hours of Access. Services are available 24 hours per day, 7 days per week, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. Transmission deadlines and funds availability terms and conditions apply.

Transmission Deadlines. Transmissions originate from the Credit Union offices in Saginaw, Michigan. Image item deposits initiated through the System before 4:00 p.m. Eastern Time on a business day are posted to member's account the same day, subject to funds availability. In the event that we receive an image item from you after 4:00 p.m. Eastern Time, or on a day that is not a business day, the Image item is considered as received by us at the opening of the next business day. For the JOLT CREDIT UNION Mobile Deposit program, a business day is describe as Monday through Friday, except for Federal holidays, and holidays observed by the State of Michigan. You are responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

Authorized Users. The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the services using valid member and user login IDs and passwords, including such persons who may not be signers on member's account. Except as otherwise provided by law, you will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the services. You agree to provide each authorized user a copy of these terms in connection with their use of the services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account at our discretion. We may deny your access to the services without prior notice if we are unable to confirm any person's authority to access the services or if we believe such action is necessary for security reasons.

Security. You understand the importance of your role in preventing misuse of your accounts associated with the JOLT CREDIT UNION Mobile Deposit program, and you agree to promptly examine your paper or electronic statement for each of your Credit Union accounts as soon as you receive it and notify us of any errors in accordance with your Account Membership Agreement. You agree to protect the confidentiality of your accounts and account number and passwords. Data transmitted via the services is encrypted in an effort to provide transmission security. JOLT CREDIT UNION Mobile Deposit utilizes identification technology to verify that the sender and receiver, of transmissions related to the services can be appropriately identified by each other. Notwithstanding our efforts to ensure the services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot, and do not, warrant that all data transfers utilizing JOLT CREDIT UNION Mobile Deposit, or e-mail transmitted to and from us will not be monitored or read by others. You agree to notify us immediately if you believe any passwords have been lost, stolen, used without your permission, or otherwise compromised. Call us immediately at our Member Contact Center at the number in the contact information section of this agreement.

Use of Services. As a condition to using the services, you agree that you are solely responsible for the use of the Services and that you will use the Services in accordance with this agreement. You agree not to attempt to circumvent the security features of the services or the system or make any improper or unauthorized transfer of funds from accounts via the services or the system. You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the system and the services as well as accessing or using the system or the services in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the services or the system by you or your authorized users.

You are prohibited from using the services for any activity that:

1. Would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
2. Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
3. Directly or indirectly related to the use of the services that is illegal or fraudulent.

Deposit of Original Checks. You agree that no check deposited to the Credit Union shall cause funds to be debited more than once from the account of the maker. You agree that the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you with the Credit Union (unless we instruct you to do so) or under any circumstances with any other financial institution.

Check Retention Period. You agree that you will preserve the originals of all checks, processed through the services pursuant to this agreement for fifteen (15) calendar days after the day of deposit ("Retention Period"). After you receive the "Deposit Successful" message, write "JOLT CREDIT UNION Mobile Deposit" on the check front. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the retention period, shall be exclusively on the member.

Destruction of Original Checks. You will be fully responsible for the destruction of the checks. You agree to use commercially reasonable method(s) to destroy original checks after the required retention period has expired. You agree to destroy and dispose of the original checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and

disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment). The risk of loss associated with the accidental inclusion of a physical check in the check collection process or with a lost, destroyed, stolen or misplaced check shall be exclusively on the member.

Member Representations and Warranties. You represent and warrant that all checks transmitted through the use of the services are made payable to the member, all signatures and endorsements on each check are authentic and authorized, and each check has not been altered.

Prohibited Checks. You agree that checks scanned through the use of the services will not;

- be payable to any person or entity other than you;
- be prohibited by, or received in violation of, any law, rule or regulation;
- be known or suspected (or should have known or suspected) as fraudulent or otherwise authorized by the owner of the account on which the check is drawn; - have been previously cashed or deposited;
- be post-dated or more than six (6) months old;
- be payable to cash;
- be irregular in any way;
- bear a signature of the person on whose account the check is drawn; or
- be drawn on financial institutions that are located outside the United States.

Endorsement of Checks. You agree to properly endorse each check prior to submitting such check through the use of the services.

Adjustments. Once an image item is captured, the system will display captured encoded fields for your review. You will be required to make corrections to encoding not read or missing from the scanned check, including entering the legal amount of the check. We reserve the right to adjust your deposit after you have submitted it for processing. Adjustments are to correct mistakes in the value of image items deposited, mistakes in encoding, or for missing or illegible image items.

Termination. (a) This Agreement and your use of the Service and Application may be immediately terminated if you use of the Application in a manner that violates any term of this Agreement or any other applicable agreement between you and us. (b) Upon termination of this Agreement you: (a) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (b) will cease any and all use of the Application; and (c) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

Confidentiality. You acknowledge that we will disclose information to third parties about Your account or the image items you deposit:

1. To enable Your access to the services and the system,
2. When it is necessary for completing deposits, and
3. As required by law.

NOTE: Items deposited using JOLT CREDIT UNION Mobile Deposit is subject to our verification and final inspection process. We may at any time deposit an image item or return all or part of a deposit of multiple image items to you without prior notice. We are under no obligation to inspect or verify any image item to determine accuracy, legibility or quality of the image item or MICR line information associated with the image item, or for any other purpose. However, we may correct or amend MICR line information associated with an image item to facilitate processing of the image item or a substitute check created from that image item. We may process and collect an image item or a substitute image item through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with other financial institutions. We may hold and use funds in any deposit account of yours following termination of this Agreement and the services for such time as we reasonably determine to be necessary for us to be assured that no image item processed by us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible, with such right being in addition to any other rights we may have with respect to your accounts. Without limitation, you recognize that under the Rules, the UCC, Regulation CC and the rules of any image exchange network, our representations and warranties to others with regards to image items and substitute checks may expose the Credit Union to claims for several years following processing of any particular image item or substitute check.

a. If a payor financial institution returns an image item to us for any reason, we may charge your applicable account for the returned image item, whether or not the return is timely and proper, and we may further either:

1. Return the image item to you; or
2. Re-present it to the payor financial institution before returning it to you.

Items may be returned as image items, rather than substitute checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against us or seeks a recredit with respect to any image item processed, we may provisionally freeze or hold aside a like amount in the applicable account pending investigation and resolution of the claim;

b. Immediately suspending the services or the system or the processing of any check or corresponding electronic image item if we have reason to believe that there has been a breach in the security of the services or system, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of electronic image items, including the right to process electronic image items on a collection basis at any time; and

c. Refusing to process any non-conforming image items, including without limitation any image items that do not meet the definition of a "check" set forth herein.

eStatement Disclosure Agreement

Your periodic electronic statement will be available through Mobile and Online Banking. Hardware and Software requirements: Cellular Phone and/or Personal Computer, Internet Service Provider, Adobe PDF Reader. Free downloads for Adobe Acrobat are available.

By electronically confirming my request for eStatements, I authorize Jolt Credit Union to set up my account to receive electronic periodic statements and marketing materials, I agree and understand the following:

- This consent is to receive your regular periodic statements electronically as well as other disclosures required by law, other notices, newsletters, and promotional materials sent from Jolt Credit Union.

- The electronic record accurately reflects the information found in the paper copy.
- You have the right to withdraw your consent to receive your periodic statement on paper. You understand you will not receive a paper statement in addition to electronic statements.
- You have the right to withdraw your consent to receive your periodic statement electronically at no charge. Use Online Banking or contact the credit union to cancel eStatements.

It is your responsibility to inform the credit union of changes to your email address. You can change your email address in Online Banking, by calling the credit union, in person or using the secure messaging system in Online or Mobile Banking. Never include confidential information in a standard email message. If you want to receive a paper copy of your periodic statement, while you are signed up for eStatements, you may call the Member Service Department at 800.798.2328. A fee of \$2.00 per statement page will be assessed to your account.

Hardware and Software requirements are as follows: In order to access your statements electronically through this mobile device, you must download our mobile app from the Google Play or Apple App Store and an Adobe PDF Reader. Free downloads for [Adobe Acrobat Reader](#) are provided.

GENERAL PROVISIONS

Governing Law. This Agreement shall be construed in accordance with Michigan law and the laws of the United States of America. We and you agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this agreement, will exclusively be in the state or federal courts located in Saginaw County Michigan.

Severability. If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

Acceptance. Your use of the services constitutes your acceptance of this agreement. The credit union reserves the right to change the terms for the services described in this agreement by notifying you of such change in writing and we may amend, modify, add to, or delete from this agreement from time to time. Your continued use of the services will indicate your acceptance of the revised agreement.

Legal Compliance and Export Restrictions. (a) You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Service and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

Warranty Disclaimer. (a) WE CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO THE APPLICATION OR SERVICES. THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER APPLICATION INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE OF THE APPLICATION. (b) WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY COMPUTING DEVICE

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