

## Online Services Agreement

This Online Service Agreement ("Agreement") states the terms and conditions that govern your use of UniWyo Federal Credit Union's Online Services, website, and any applicable software products and associated documentation we may provide through those websites and mobile applications, or to use the products, services or functionality offered through those websites and mobile applications, ("Software") and certain third party digital platforms as determined by us from time to time (collectively, the "Online Service"). As used herein, the terms "Credit Union," "UniWyo," "us," "we," "UniWyo Credit Union," or "our" means UniWyo Federal Credit Union, our affiliates, and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Online Service; "you" or "your" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and "Card" refers to the credit or debit card issued by us.

### 1. General

When you use or access or permit any other person(s) or entity to use or access the Online Service, or download or use any Software, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the sites within the Online Service (the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of the Online Service after we have made such changes available will be considered your agreement to the change.

The Online Service is an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a nonexclusive, non-transferable limited and revocable right to access and use the Online Service as well as any related software. You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You further agree not to use the Online Service to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, gambling debts or payments otherwise prohibited by law. You agree not to attempt to log on to the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Service, or use the Online Service to develop similar functionality; (b) copy any portion of the Online Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online Service; or (e) otherwise exercise any other right to the Online Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online

Service. No license or other right in or to the Online Service is granted to you except for the rights specifically set forth in this Agreement.

## **2. Computer Equipment; Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Online Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third-party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

## **3. Accessibility**

UniWyo provides Online Services that are enhanced and optimized, to the best of its ability, to conform with the informative guidance provided by WCAG 2.0 Level AA Success Criteria.

## **4. Passwords**

We may at our option change the parameters for the password used to access the Online Service ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, text message authentication code, or other means of accessing your accounts via the Online Service. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, text message authentication codes, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Service or to access or use your Card numbers, account numbers, PINs, User IDs,

Passwords, text message authentication codes, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. **We are not responsible for and will not investigate or refund money for transactions that you authorize and initiate, even if you were fraudulently induced to make the payment or made the payment by mistake.** If you believe someone may attempt to use or has used the Online Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-866-486-4996.

#### **5. Text Message Identity Authentication**

We may use text message authentication codes to verify your identity when accessing your account or Online Services. Never provide a third party with access to your text message authentication code. Doing so could allow another party to access your account. To the extent allowed by applicable law, We are not liable for any damages or losses you incur when you give out your text message authentication code to a third party.

#### **6. Notices**

You agree that by using the Online Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Service may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

#### **7. New Features**

We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

#### **8. Online Service Fees**

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We reserve the right from time to time to add or modify fees and will notify you when we do so. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Online Service. If you use personal financial management software to access your accounts (such as Quicken® or Quickbooks®), a fee may be charged for the use of those services and additional service terms and conditions may apply.

#### **9. Limitation of Liability; No Warranties**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS,

AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

#### **10. Other Agreements**

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, or any end user license agreements ("EULA") provided in conjunction with your use of the Software, the terms of your account agreement, or EULA, as the case may be, will control except as may be otherwise stated herein.

#### **11. Termination; Availability; No Assignment**

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Service, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Service and delete any applicable copies.

Not all of the products or services, or functionality of those products and services, described on the Site(s) are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service.

You may not assign this Agreement.

## **12. Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

## **13. Privacy**

Your privacy and the security of your information are important to us. Our Privacy Policy may be accessed and reviewed at <https://www.uniwo.com/Uniwo/media/Documents/Privacy-Policy.pdf>. You agree that we may collect, use and share your personal information in accordance with the Privacy Policy, and to provide the Services you have requested and to maintain the Services.

## **14. Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees, and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service or the use of the Online Service by anyone using your Card number, account number, PIN, User ID, text message authentication code, or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

## **15. Communications**

You agree to provide a valid e-mail address so that we may send you certain information related to the Online Service. You agree that information you provide to us will be complete and accurate.

By accessing the Online Service, you specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments and all other evidence of our Transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). To access these records you must have a file reader, such as Adobe Acrobat®. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. A fee for a statement reprint or check copy may be imposed. Also, you may withdraw your consent and revoke your agreement to receive records electronically.

## **16. Site Links**

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

## **17. Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

## **18. Mobile Services**

Your enrollment in the Online Service may include access to some products and services through a mobile application or otherwise through the use of a mobile device or tablet device including via the UniWyo Credit Union app ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Service and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s)), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. Conversely, the information available through the Mobile Services may be more current than the Online Services and Site(s). The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not

attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

## **19. Text Services and Alerts**

### **UniWyo Marketing Text Messages**

UniWyo marketing text messages is a program that lets members opt-in to receive marketing-related text message notifications from UniWyo Credit Union. Messages and data rates may apply. Depending on your text plan, you may be charged by your carrier. Messages are recurring, and the frequency of those messages may vary. **To opt-out of marketing text messages** text UNIWYOSTOP to 1-888-991-7452.

### **Account Alerts**

Your account opening and enrollment in Online Services gives you access to text messaging related services and account alerts (collectively, "Alerts"). By receiving or otherwise using these Alerts, you agree to the following terms. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for Alerts so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these Alerts may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts Services. There is no service fee for the Alerts but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. Message. For additional assistance with the Alerts and Text Services, contact us at 1-866-486-4996.

## **20. Account Information**

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service

information is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

### **21. Our Right to Review Funds Processing**

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

### **22. Payments and Transfers**

Please refer to our Membership Agreement for the Electronic Funds Transfers Agreement and Disclosures. **We are not responsible for and will not investigate or refund money for transactions that you authorize and initiate, even if you were fraudulently induced to make the payment or made the payment by mistake.**

### **23. Bill Payment Services**

You may make bill payment transactions subject to the limitations in the Bill Pay Terms and Conditions, Electronic Funds Transfers Agreement, and this document. The Credit Union will not process any bill payment transfer if the required Transaction information is incomplete. The Credit Union will withdraw the designated funds from your account on or after the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account but may at our discretion. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. Bill Payment Service user instructions can be found on the Credit Union's website. The Credit Union may set other limits on the amount of any Transaction(s), and you will be notified of those limits. In an effort to maximize security and maintain the highest level of service, any bill pay account that has not processed a payment in six months will be closed. In an effort to maximize security and maintain the highest level of service, any bill pay account that has not processed a payment in six months will be closed. The Credit Union is not responsible for any bill pay account information that is lost due to account inactivity.

### **24. E-Sign Member Consent to Use Electronic Signatures and Documents**

This disclosure contains important information that you are entitled to receive before you consent to receive electronic disclosures and to transact business with us electronically via mobile or online banking. Please read this disclosure carefully and print, email or save a copy for your records.

#### **Electronic Delivery of Disclosures and Notices**

By consenting to the Electronic Communications Disclosure, you agree to receive all disclosures related to your account electronically. This includes statement copies, account disclosures, and account notices.



### **Contacting UniWyo**

You may contact UniWyo to update your email address, inquire about the hardware and software requirements to view electronic communications, request paper copies of documents, or withdraw your consent to electronic communications by the following methods:

- Phone: 307-721-5600 or Toll Free at 1-866-486-4996
- Email: [contact.us@uniwyo.com](mailto:contact.us@uniwyo.com)
- In Writing:

UniWyo FCU  
2020 Grand Ave. Suite 100  
Laramie, WY 82070

### **Email Address**

You agree to designate an email address to receive all electronic communications. You further agree to notify UniWyo of any changes in your email address. You may update your email address through Home Banking at [www.uniwyo.com](http://www.uniwyo.com) or by one of the contact methods listed above.

### **Hardware and Software Requirements.**

You agree that your computer/device meets all hardware and software requirements to access the Home Banking website. Home Banking supports the current versions, and most recent versions, of Internet Explorer 11 and Microsoft Edge, Firefox, Safari (Mac users only), and Google Chrome. All electronic records are available in a .pdf format that can be viewed and printed using Adobe Acrobat Reader®. The latest version of Adobe Acrobat Reader can be downloaded for free from:

<https://acrobat.adobe.com/us/en/acrobat/pdf-reader.html>

### **Requesting Paper Copies**

At your request UniWyo will provide you with a paper copy of any account disclosure, notice, statement, or other electronic communication at no additional cost to you. You may request paper copies by one of the contact methods listed above.

### **Withdrawing your consent**

You may withdraw your consent to receiving all communications electronically at any time by contacting UniWyo at one of the above listed methods. UniWyo does not charge a fee for paper statements and disclosures.

**By providing your consent, you are confirming that you have the hardware and software described herein, that you are able to receive and review electronic documents, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, and delegates identified in respect of your UniWyo Credit Union products and services.**