

ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE

This Online and Mobile Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Online and Mobile Banking Services, and all online financial services ("Service" or "Services"). It also describes the rights and obligations of Whitefish Credit Union ("credit union"). Please read this Agreement carefully. By accepting this Agreement and by using this Service, and/or authorizing others to do so on your behalf, you agree to be bound by the terms of this Agreement. Our Online and Mobile Banking services are intended for individuals 18 years of age or older.

NOTE: E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.

ARBITRATION DISCLOSURE: This Agreement contains an arbitration provision under which you and the credit union agree that any dispute under this Agreement or related to your Account or our relationship with you will be resolved in binding arbitration, and that you will not have the right to a jury trial or to resolve the dispute in court. See Section 23 for details.

DEFINITIONS

The following definitions apply in this Agreement:

- "Account" includes checking, savings and money market accounts, loans, or other products you have with us.
- "Authorized Representative" refers to a person with authority (with respect to the Online Account);
- "Business Days" include Monday through Friday, excluding holidays recognized by the credit union. The credit union's business day begins at 9:00 a.m. MST and ends at 5:00 pm MST.
- "Device" means your personal computer or any Internet enabled device with the Internet browser and ISP, to access your Online Account.
- "ISP" refers to your Internet Service Provider; "Online Banking" is the internet-based service providing access to your Bank Account(s);
- "Login ID" is the customer-generated identification code assigned to you for your connection to the Service;
- "Online Account" means the Bank Account from which you will be conducting transactions using a Service;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "Time of day" references are to Mountain Standard Time);
- "We", "us", "our", or "Credit Union" refers to Whitefish Credit Union, who offers the Service and who holds the Accounts accessed by this Service; and
- "You" or "your" refers to the owner of the Account or Online Account or the Authorized Representative.

In order to provide electronic disclosures, we must maintain a current customer e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You must notify the Credit Union pursuant to the terms of this Agreement of any changes to your personal contact information.

ACCESS TO SERVICES

The credit union will provide instructions on how to use the Online Banking Services, including how to access the Services, how to obtain additional Services, and perform authorized transactions through the credit union's website. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Login ID and Password. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating, revising the software and in the event of an emergency. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or certain features.

ACKNOWLEDGEMENTS

You agree that:

- Each of your Authorized Representatives are acting as your agent and will be bound by this Agreement and any separate agreement governing the Services.
- We may rely and act on the instructions of any Authorized Representative.
- All transactions that an Authorized Representative performs on a Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions.
- You are solely responsible for supervising all of your Authorized Representatives, and monitoring the actions they take on your behalf.
- You will be responsible for ensuring each Authorized Representative maintains the confidentiality of that person's username, Password or other login identification.
- Each Authorized Representative will access and use each Service in accordance with the authority given to the Authorized Representative.
- Each time the Authorized Representative accesses, views or transacts on a Service, you represent and warrant to us that you authorize such action.
- If we get conflicting instructions, if we believe that a Service's security or our security may be at risk as a result of an Authorized Representative, or if the Authorized Representative violates any part of this Agreement, we may at our sole discretion end the Authorized Representative's Services.

DEVICES

Whitefish Credit Union does not guarantee compatibility of your Device or mobile phone service provider with the Service. You are solely responsible for the maintenance, installations, and operation of your device. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the Device properly. We are not responsible for any errors, deletions, or failures that occur as a result of any malfunction of your device or software. Undetected or unrepaired viruses, worms, malware, or similar malicious programs may corrupt and destroy your programs, files, and even your hardware. You should routinely scan your device using a reliable virus detection product. Additionally, you may unintentionally transmit the virus to other devices. The credit union shall not be responsible for any virus that affects your device or software while using our Service. You agree that you shall not send us any viruses, worms, malware, or similar malicious programs, nor shall you engage in any activity which has a harmful effect on our web site.

AVAILABLE BANKING TRANSACTIONS WITH ONLINE BANKING – ADD SERVICES

- **Accounts History:** You may obtain or download Account balances and transaction information about your Accounts, including access to your Account history up to 24 months. You may be able to view and download imaged copies of your periodic statements, checks, deposit slips, etc.
- **Bill Pay:** You can organize your bills in one place and pay them automatically.
- **External Transfers:** You may use Online Banking to conduct transfers of funds to or from an external account (at another financial institution). You may make one-time transfers or schedule future or recurring transfers. You must be an authorized owner on the external account before adding the account to your online banking account. You will need to use the “Add External Account” feature when signed into online banking. Once an external account is added to your online banking login, you will need to properly verify the external account. Once this is completed, you will be able to move funds to and/or from this external account through the “Transfer Funds” feature. If there are not available funds in the account from which a transfer is being made at the time the transfer is processed, at our option, we may not allow you to complete the transfer, we may overdraw your Account and you may be charged a fee, or we may cancel the transfer
- **Mobile Banking App:** You may download the mobile app from only the Google Play Store and the Apple App Store. This app provides you with similar functionality that online banking offers. An additional benefit that is only on the mobile app is remote deposit capture.
 - **Note:** The credit union is not held liable for external apps that may be published outside of the Google Play Store and Apple App Store.
- **Mobile Deposit:** You can make deposits of checks ("original checks") to your Account(s) from home or other remote locations.
- **Mobile Text Banking:** You may complete information to establish or update your mobile preferences.
- **My Info:** You may update your contact information.
- **Passcode:** By selecting the Passcode option, you can login with a four-digit pin. Your Login ID and Password are required in order to activate this mobile app authentication.
- **Security:** You may change the security information necessary to access your online banking Account, such as your Password, Login ID, email and phone contact information, and select alerts you wish to receive.

- **Statement Delivery:** You can change your statement delivery options to enroll in electronic statements (eStatements) through the “Delivery” option. Once you have enrolled in eStatements you will be able to retrieve future statements through the “eStatements” option in online banking.
- **Stop Payments:** You have the ability to submit online stop payments for non-cleared check items only. Please refer to our Service Fee Schedule on our website for an updated version of our stop payment fee.
- **Tax Documents:** Online year-end tax documents for certain Accounts are available to you if you are enrolled in the Service and provide a valid email address for the Service. You don’t have to complete a separate enrollment process to view your tax documents online. This option is available regardless of whether we also mail your paper tax documents.
- **Touch ID & FaceID Sensor:** By selecting the Touch ID or FaceID, you can establish login criteria based on your preference. Your Login ID and Passwords are required to activate this mobile app authentication.
- **Transfer Funds:** You may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, certain savings accounts and money market accounts. If there are not available funds in the Account from which a transfer is being made at the time the transfer is processed, at our option, we may not allow you to complete the transfer, we may overdraw your Account and you may be charged a fee, or we may cancel the transfer. Account Transfer requests received after 5:00 p.m. MST on business days and all transactions which are requested on Saturdays, Sundays, or holidays recognized by the Credit Union, will be processed on the Credit Union’s next business day.

ONLINE STATEMENT AND ACCOUNT DOCUMENTATION DELIVERY

Certain account documents – including statements, tax documents, and legal notices - can be delivered online for certain Accounts and Services. You can view, save, or print PDF versions of your account documents from our website. Any legal notices or disclosures about your Accounts or Services that accompany your paper account statement, or that we would mail to you, may be delivered to you electronically. You will continue to receive your mailed (paper) Account statement, depending on the type of Account and when the statement generates, unless you register to receive eStatements only. In certain cases, we may be required to continue to mail statements, legal notices, and disclosures even if you have chosen to receive them electronically.

We are not responsible for statement non-delivery if you do not maintain a valid email address with us. By requesting that bills, statements, or other communications from us be sent to you electronically, you warrant that you have the right, power, and authority to receive them electronically. We may revise, modify, add or delete any feature of online statements and documents at our sole discretion.

CONTACTING US

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

Whitefish Credit Union

Member Service 844-542-5611

300 Baker Ave

Whitefish MT 59937

You may also communicate with us about your Accounts and/or online banking by email. If you send the credit union an e-mail to OnlineBankingSupport@whitefishcu.com the credit union will be deemed to have received it on the following business day. You agree that we will have a reasonable opportunity to act before taking action on your requests that you send by email. You cannot use email to make Account transfers. You may not use email to stop payment, report unauthorized use of your Login ID and Password, or to report an unauthorized transaction. Likewise, you may NOT use email to contact us regarding any of your loan Accounts and we will not be responsible if such notices are attempted by email.

NOTE: E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as Account numbers, Password, account information, etc. via any general or public e-mail system.

LINK TO THIRD PARTY WEBSITES; SERVICES

Third Party Websites: You may link to unaffiliated third party websites for services related to your Account, such as ordering checks. Links to third party websites are provided solely as a convenience to you for information on topics that may be of interest to you. We have no control over the content of such third party websites. If you choose to link to a website not controlled by us we make no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor do we warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. We do not guarantee the authenticity of documents on the internet; links to ideas, products, information or services offered at such sites, or any representation regarding the content at such sites. Our Privacy Policy no longer applies once you leave our site.

Third Party Services: From time to time, we may make services provided by persons other than us (the "Third Party Providers") available to you for access through this Service. If we do so, you will be given the opportunity to sign up for these Services after you review and accept the related terms and conditions we will make available to you for these Services. We make no warranty with respect to the additional Services or the Third Party Providers. You agree to hold us harmless for any loss or damage you may incur by your use of these Services. To cancel or change any of these Services, contact us using our contact information within this agreement. These Third-Party Services include: Bill Pay, Mobile Banking, Person to Person Transfers, Text Banking, etc.

SCHEDULE OF FEES

The credit union offers the benefits and convenience of the Online and Mobile Banking Service to you free. You may incur charges from third parties with respect to your use of Mobile or Text Banking. We are not responsible for and do not have any control over these charges.

SECURITY AND PRIVACY

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our Privacy Notice before completing the enrollment process for the Service. Our customer Privacy Notice is available on the credit union's website.

The Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet. You are responsible for keeping your Password and Online Account information confidential. No one at Whitefish Credit Union or at our Online Banking service provider has access to this information. From time to time you may be required to change your online banking Password.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your Account information, Login ID, or Password;
- Do not leave your device unattended while you are in the credit union's Online Banking Site;
- Do not allow your Internet browser to store your Online Banking Login ID or Password;
- Never leave your account information within range of others;
- Do not send privileged Account information (Account number, Password, etc.) in any public or general e-mail system;
- Create a strong Password by avoiding familiar names or personal information, using upper and lower case letters, numbers, and characters; and
- Log out of online banking and close your browser completely after each online banking session.

We reserve the right to implement additional security procedures, such as but not limited to limiting the frequency and dollar amount of transactions from your Accounts for security reasons. You agree that your continued use of online banking after we implement new security procedures, or change existing procedures, evidences your agreement to, and acceptance of, the commercial reasonableness of such new or changed procedures.

If you suspect any fraudulent activity on your Account, call Whitefish Credit Union immediately at 844-542-5611 between the hours of 7:30 a.m. to 6:00 p.m. MST, Monday through Friday. Telephoning the credit union is the best way of minimizing your losses and liability.

If you believe your Password has been lost or stolen, please use the *Security Option* within the Online Banking site to change your Password.

LINKED ACCOUNTS

All Accounts with the Credit Union that you enroll in for a service will be linked by the tax identification numbers of the persons authorized to access the Account. The linked Accounts will appear together without regard to the ownership of the Accounts. For example, if an authorized user of a linked Account accesses the Service, that authorized user will be able to view and access at a single time the following Accounts:

- The Accounts of the business for which that person is an authorized user;
- The Accounts of any other business for which that person is an authorized user; and
- Any consumer Accounts for which the person is a co-owner or authorized signer.

TERM; TERMINATION; CANCELLATION OF SERVICE

Term: This Agreement will become effective when you accept the terms of this agreement and shall remain in full force and effect until termination or cancellation in accordance with the following provisions.

Termination of Service: Unless otherwise required by applicable law or regulation, either of us can terminate this Agreement and/or your access to any Service through the Service, in whole or in part, at any time.

Additionally, we may terminate your access to the Services due to inactivity as defined below. We will try to notify you in advance of any termination, but are not required to do so. We also may terminate access upon proper notification of death. If you violate any terms of this Agreement (including non-payment of fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Accounts and Services. We are not required to reinstate or re-activate your access. If you close all your Accounts, terminate your Services, or withdraw from the Service, we may suspend or terminate your access without prior notification. We are not required to reinstate or reactivate your access. If reinstated, the then-current terms of this Agreement will apply.

We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason. We reserve the right to process any transactions after the termination date.

Cancellation of Service: To cancel this service, you must notify Whitefish Credit Union and provide your name, address, the Service(s) you are discontinuing, and the cancellation date of the Service(s). Once the Service is cancelled, all scheduled transactions will be cancelled. You agree that we shall not be liable to you or any third-party for cancellation of this Service.

Inactive Status: We may delete your access if you do not sign in to the Service or have a transaction scheduled through the Service during any consecutive 6-month period. If your Account access is deleted, you will need to complete enrollment again before you will have access or be able to schedule any transactions through the Service.

NOTICE

You may notify the Credit Union by one of the following methods:

- By sending an e-mail to: OnlineBankingSupport@whitefishcu.com
- Calling 844-542-5611 or your local branch, or
- By writing a letter and either sending it to the address printed on your Account statement or by giving it to a Member Service Representative at any of the Credit Union's locations or mail it to:

Whitefish Credit Union

300 Baker Ave

Whitefish MT 59937

Whitefish Credit Union will contact you via phone or mail at the last known phone number or address noted on the Credit Union's records.

ELECTRONIC FUND TRANSFER (EFT) PROVISIONS FOR CONSUMERS:

Applicability: These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E. When applicable, the Credit Union may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section. For more details and additional terms and conditions regarding EFT transactions please refer to the Electronic Transaction Disclosure and Error Resolution Notice provided to you when you open an Account at the Credit Union. In the event of a conflict between this Agreement and the Electronic Transaction Disclosure and Error Resolution Notice, the Electronic Transaction Disclosure and Error Resolution Notice shall control.

Consumer Liability for Unauthorized Transactions: Tell us AT ONCE if you believe your Login ID or Password has been lost or stolen, or if you believe that an electronic fund transfer 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 line of credit. If you tell us within 2 (two) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Login ID or Password without your permission.

If you do NOT tell us within 2 (two) business days after you learn of the loss or theft of your Login ID or Password, and we can prove that we could have stopped someone from using your Login ID or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by your Login ID, Password, or other means, tell us at once. If you do not tell us within 60 (sixty) days after the statement was mailed or made available to you, you may not get back any money you lost after the 60 (sixty) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Login ID or Password has been lost or stolen, call 844-542-5611 (domestic) or call your local branch.

Error Resolution: In Case of Errors or Questions About Your Electronic Transfers. Telephone us at 844-542-5611 or write us at the address printed on your Account statement immediately, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 (sixty) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. 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 10 (ten) business days.

We will determine whether an error occurred within 10 (ten) 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 (forty-five) days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 (ten) 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 10 (ten) business days, we may not credit your account.

For errors involving new accounts or foreign- initiated transactions, we may take up to 90 (ninety) days to investigate your complaint or question. For new accounts, we may take up to 20 (twenty) business days to credit your account for the amount you think is in error.

We will tell you the results within 3 (three) 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. The Service may revoke any provisional credit provided to you if we find an error did not occur.

CREDIT UNION'S LIABILITY

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking Account. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking service as delineated in this Agreement. You agree that we will only be liable to you to the extent we acted with gross negligence or willful misconduct and those actions resulted in a direct financial loss to you. In no event will we be liable for (i) errors or omissions that do not result in a financial loss to you; (ii) any Losses that result from our use of customary banking practices or for any Losses provided that we have acted in good faith and with

ordinary care; (iii) any action we are authorized or permitted to take (iv) your misconduct, errors or negligence or an act or failure to act of any person not directly within our control; (v) anything we do in following your instructions or for not following such instructions if we reasonably believe that this would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices or applicable law; and (vi) any Losses arising out of the systems and software utilized by you to initiate or process banking transactions. IN CONNECTION WITH YOUR ACCOUNT AND THE AGREEMENT, YOU AGREE THAT WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS REGARDLESS OF THE CLAIM OR FORM OF ACTION AND EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR COULD REASONABLY FORESEE SUCH DAMAGES OR LOSSES.

Neither you or we will be deemed to be in default of any of the obligations required to be performed under the Agreement or be liable to the other for any failure, error, malfunction or delay in carrying out any of our obligations under the Agreement because of circumstances beyond your or our reasonable control, including, without limitation, any act of God, natural disasters, accident, equipment failure, system failure, labor dispute, pandemic, the potential violation of any guideline, law, rule, regulation, order or decree of any government authority or an emergency that prevents us from operating normally, or the failure of any third party to provide any service used in connection with providing services to you under the Agreement.

Without regard to care or lack of care by you or us, you agree that you cannot commence any claim, legal action or proceeding against us regarding your Account or this Agreement unless you do so within one (1) year from the date that the event giving rise to the claim first occurred. This Section will survive closing of your Account and termination of the Agreement.

With your acceptance and use of the Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your device, any virus, or problem that you may encounter related to the use of the Service.

We will not be liable to you in the following instances:

- If through no fault of Whitefish Credit Union, you do not have enough available funds in your Account to complete a transaction on that Account.
- The transaction would be over the limit of your overdraft privilege, if any.
- If the transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown, or any other event that interferes with our normal operations) prevents us from providing this Service or processing any transaction, despite reasonable precautions that we have taken.
- If there is a hold on your Account, or if access to your Account is blocked, in accordance with our policy.

- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If the Account has been closed.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the Account or transfer.
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of this financial institution and/or our service providers.
- If your device, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
- If you believe someone has accessed your Accounts without your permission and you fail to notify the Credit Union immediately.
- If we have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- Other applicable laws and/or regulations exempt us from liability.

If this Service is not available, you agree to access your Accounts by other means such as a Credit Union branch, ATM, or telephone. Member Service Representatives or frontline staff will assist you with these alternate means. We shall not be liable for any expenses you incur as a result of using alternate means of access or payments.

Third Parties: We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider (such as Internet Explorer, Chrome, or Firefox), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking Account.

Virus Protection: Whitefish Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

INDEMNIFICATION

Except where we're liable under the terms of this Agreement or another agreement governing other agreements with us or the Services, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, obligations, demands, charges, expenses, and/or costs (including

reasonable attorney's fees) arising from: A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us; any fraud, manipulation, or other breach of this Agreement or the Service; your violation of any other applicable laws, regulations, or rights of a third party, including rights of privacy, publicity or other property rights; the provision of the Service or use of the Service by you or any third party; any negligent or intentional act or omission by you in the performance of your obligations under this Agreement; the violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement; any breach of a representation, warranty, covenant, or obligation contained in this Agreement. We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent. You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorized Representative.

AGREEMENTS

In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

CHANGES AND MODIFICATIONS

Whitefish Credit Union may modify this Agreement and the terms and conditions applicable to the Services from time to time. We will communicate such changes by updating this Agreement on our website, and may also provide Notices to you by email, a message within your Account statement notice, or such other electronic methods as permitted under applicable law. We may send any notice to you via e-mail and you will have been deemed to have received it one day after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse affect on you or the services offered, we will provide you at least 30 days prior notice. Amendments or changes in terms and/or conditions may include restrictive Service use, disclosure of additional Account information to third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your Account(s) we reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

NOTICES

Unless otherwise required by applicable law, pursuant to the ESIGN Consent to Use Electronic Records and Signatures, any notice, notice in relation to the Service, documents provided in relation to the Services, or written communication given pursuant to this Agreement may be sent to you electronically.

We may provide notices and other information regarding the Services and your Accounts electronically, by phone, through the mail (U.S. Postal Service or overnight courier), or by other means. We will send this information to your email address, phone number, or postal address as reflected in our records, unless you specify a different email address, phone number, or postal address. Unless stated otherwise in this Agreement, any notice we send you will be effective, and deemed delivered to you, when posted on our website, sent electronically, mailed, or otherwise made available to you. You assume the risk of loss in the mail or other transit. If your Account has multiple owners, we may send notices to any one of them. The person receiving the notice is responsible for providing copies of all notices to all joint account owners, Authorized Representatives, or other persons with access to the Services. Any notice you send to us won't be effective until we actually receive it and have a reasonable opportunity to act on it.

DISCLOSURE OF INFORMATION

We will only disclose information to third parties about your Account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Online Banking and for completing a transaction;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government or court orders, or other reporting requirements;
- If you give us your permission;
- To otherwise conduct our business as permitted by Law;
- To the credit union's affiliated companies;
- It is necessary to assist us in the collection of information for internal use;
- It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service;
- It involves a claim by or against us concerning a deposit to or withdrawal from your Account; or
- In accordance with our Privacy Policy Notice.

ASSIGNABILITY

You agree that you may not sell, assign, or pledge your Account, give a lien or security interest in your Account or otherwise transfer your Account or a portion of your Account to a third party, except with our prior written consent. If you transfer your rights in an Account as set forth above without our written consent, that transfer will not be valid or binding on the Credit Union. Any pledge or grant of security interest in your Account we approve remains subject to any right we have under this Agreement and applicable law. If you request to assign or otherwise transfer ownership of your Account, we may require the Account be closed and a new account opened in the name of the transferee, assignee or pledgee. We may prevent you from withdrawing or transferring funds from your Account if you transfer ownership of your Account.

Whitefish Credit Union may sell or assign its rights and obligations under this Agreement, including your Account, without your consent, including, but not limited to: (i) pursuant to, or in connection with any merger, consolidation or acquisition involving the credit union. Whitefish Credit Union will use reasonable efforts to notify you of any such sale or assignment if required by applicable law.

GOVERNING LAW; ARBITRATION; JURY TRIAL WAIVER

The Agreement shall be governed by and construed in accordance with federal law and the laws of the state indicated in the agreements you have with us regarding deposit accounts, loans, credit cards, lines of credit, investment products, securities accounts, brokerage accounts, rewards accounts, and other products or accounts you have with us, without regard to the conflict of law provisions thereof. With respect to all disputes that are not submitted to arbitration pursuant to the Arbitration Agreement contained herein, you consent to service of process, personal jurisdiction and venue in the state in which the Account was opened and waive the right to claim that it is an inconvenient forum. UNLESS PROHIBITED UNDER APPLICABLE STATE LAW, YOU AND WE EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN THE RESOLUTION OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT. You acknowledge that we would not have opened or maintained any Account for you if this waiver of jury trial were not part of the Agreement.

ARBITRATION AGREEMENT

(A) DISPUTES SUBJECT TO ARBITRATION. YOU AND WE AGREE THAT UPON THE ELECTION OF EITHER OF US, ANY DISPUTE RELATING IN ANY WAY TO YOUR ACCOUNT OR TRANSACTIONS ON THE ACCOUNT, OR OTHERWISE ARISING UNDER THIS AGREEMENT (A "DISPUTE") WILL BE RESOLVED BY THE DISPUTE RESOLUTION PROCEDURES DESCRIBED BELOW, INCLUDING BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS OF THIS ARBITRATION AGREEMENT. ARBITRATION MAY BE DEMANDED BEFORE THE INSTITUTION OF THE JUDICIAL PROCEEDING, OR DURING A JUDICIAL PROCEEDING, BUT NOT MORE THAN 60 DAYS AFTER SERVICE OF A COMPLAINT, THIRD PARTY COMPLAINT, CROSS-CLAIM, OR ANY ANSWER THERETO, OR ANY AMENDMENT TO ANY OF SUCH PLEADINGS. A "DISPUTE" SHALL INCLUDE ANY DISPUTE, CLAIM OR CONTROVERSY OF ANY KIND, WHETHER IN CONTRACT OR IN TORT, LEGAL OR EQUITABLE, NOW EXISTING OR HEREAFTER ARISING, RELATING IN ANY WAY TO ANY ASPECT OF THIS AGREEMENT. ANY PARTY WHO FAILS OR REFUSES TO SUBMIT TO ARBITRATION FOLLOWING A DEMAND BY ANY OTHER PARTY SHALL BEAR ALL COSTS AND EXPENSES INCURRED BY SUCH OTHER PARTY IN COMPELLING ARBITRATION OF ANY DISPUTE. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT. NO PARTY HERETO SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. ANY PARTY MAY REQUIRE THAT A DISPUTE BE RESOLVED IN SMALL CLAIMS COURT IF THE DISPUTE AND RELATED CLAIMS ARE FULLY WITHIN THAT COURT'S JURISDICTION. IF A DISPUTE CANNOT

BE SETTLED THROUGH NEGOTIATION, THE PARTIES AGREE FIRST TO TRY IN GOOD FAITH TO SETTLE THE DISPUTE BY MEDIATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER MEDIATION PROCEDURES BEFORE RESORTING TO ARBITRATION, LITIGATION, OR SOME OTHER DISPUTE RESOLUTION PROCEDURE.

For disputes arising in the state courts of California, In the event that the jury trial waiver contained herein shall be held or deemed to be unenforceable, each party hereto hereby expressly agrees to submit to judicial reference pursuant to California Code of Civil Procedure §§ 638, et seq., any claim, demand, action, or cause of action arising hereunder for which a jury trial would otherwise be applicable or available. Pursuant to such judicial reference, each Party hereto agrees to the appointment of a single referee and shall use commercially reasonable best efforts to agree on the selection of a referee. If the parties are unable to so agree, a referee shall be appointed by the court to hear any disputes hereunder in lieu of a jury trial. Each party hereto agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon. Any party may file an original counterparty or copy of this section with any court as written evidence of the consent of the Parties hereto the waiver of the right of the right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver

(b) Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties; and (ii) conducted by the American Arbitration Association (“AAA”), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s consumer dispute resolution procedures (the “Rules”). In any arbitration proceeding, discovery will be permitted in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Account. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(c) No Waiver of Provisional Remedies, Self-Help. This Arbitration Agreement does not limit the right of you or us to preserve or obtain possession of property, exercise self-help remedies including setoff rights, obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

ENTIRE AGREEMENT

THE AGREEMENT, INCLUDING ANY OTHER DOCUMENT WE SPECIFICALLY INCORPORATE HEREIN IN WRITING, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US REGARDING YOUR USE OF THE SERVICE AND SUPERSEDES ANY PRIOR ORAL OR WRITTEN REPRESENTATIONS,

CONDITIONS, WARRANTIES, UNDERSTANDINGS, PROPOSALS OR AGREEMENTS THE SERVICE AND ONLINE BANKING.

ILLEGAL ACTIVITIES

YOU AGREE TO COMPLY WITH APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ECONOMIC SANCTIONS LAWS AND REGULATIONS ISSUED BY THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY. YOU AGREE NOT TO USE YOUR ACCOUNT FOR ANY ILLEGAL ACTIVITY, INCLUDING UNLAWFUL INTERNET GAMBLING OR THE PURCHASE OF GOODS OR SERVICES IN VIOLATION OF THE LAW. WE MAY REFUSE ANY GAMBLING TRANSACTION, WHETHER LAWFUL OR NOT. WE MAY ALSO REFUSE ANY TRANSACTION THAT WE REASONABLY BELIEVE MAY INVOLVE ILLEGAL OR SUSPICIOUS ACTIVITY. IF WE SUSPECT THAT YOU OR ANYONE ELSE IS USING YOUR ACCOUNT FOR ILLEGAL ACTIVITIES, WE MAY CLOSE YOUR ACCOUNT, PUT A HOLD ON YOUR ACCOUNT AND ANY OTHER ACCOUNTS YOU HAVE WITH US OR BOTH WITHOUT NOTIFYING YOU IN ADVANCE, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

SURVIVAL

THE APPLICABLE TERMS OF THE AGREEMENT CONTINUE IN EFFECT AFTER WE OR YOU TERMINATE YOUR USE OF THE SERVICE OR AFTER THIS AGREEMENT IS TERMINATED.

SEVERABILITY

IF A COURT FINDS ANY PROVISION OF THE AGREEMENT TO BE INVALID OR UNENFORCEABLE, SUCH FINDING SHALL NOT MAKE THE REST OF THE AGREEMENT INVALID OR UNENFORCEABLE. IF FEASIBLE, ANY SUCH OFFENDING PROVISION SHALL BE DEEMED TO BE MODIFIED TO BE WITHIN THE LIMITS OF ENFORCEABILITY OR VALIDITY; HOWEVER, IF THE OFFENDING PROVISION CANNOT BE SO MODIFIED, IT WILL BE STRICKEN FROM THE AGREEMENT AND ALL OTHER PROVISIONS OF THE AGREEMENT IN ALL OTHER RESPECTS WILL REMAIN VALID AND ENFORCEABLE.

WAIVER

IF WE FAIL TO EXERCISE ANY OF OUR RIGHTS UNDER THE AGREEMENT, THAT FAILURE WILL NOT WAIVE THAT RIGHT OR ANY OTHER RIGHT, AND WE MAY STILL ENFORCE ALL OF OUR RIGHTS IN THE FUTURE.

CONFLICTS

IF THE AGREEMENT CONFLICTS WITH ANY STATEMENTS MADE BY ONE OF OUR EMPLOYEES OR AGENTS, THE TERMS OF THE AGREEMENT WILL CONTROL. TO THE EXTENT THAT TERMS OF THIS AGREEMENT DIRECTLY CONFLICT WITH THE TERMS OF ANY OTHER WRITTEN AGREEMENT BETWEEN YOU AND US RELATING TO ANY ACCOUNTS OR SERVICES PROVIDED BY US, THE SPECIFIC TERMS OF SUCH OTHER AGREEMENT SHALL CONTROL.

CAPTIONS AND HEADINGS

CAPTIONS, HEADINGS AND SUBHEADINGS USED IN THE AGREEMENT ARE ONLY FOR REFERENCE PURPOSES AND ARE NOT INTENDED TO LIMIT THE MEANING OR SCOPE OF THE TERMS AND CONDITIONS OF THE AGREEMENT.

OTHER AGREEMENTS

In addition to this Agreement, you may have a separate agreement with us for each of your online Accounts and Services. Those agreements will continue to apply to each of those accounts or services. If this Agreement conflicts with or is inconsistent with another agreement with us, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the account or Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

This Mobile Remote Deposit Services Agreement ("Agreement") provides the general rules that apply to Customer's (referred to herein as "you", "your", or "Member") use of the credit union's mobile remote deposit services ("Mobile Deposit" or "Remote Deposit", or "RDC"). You agree that Mobile Deposit shall be governed by these terms and conditions and other relevant terms of the agreement(s) governing the deposit account into which checks are deposited and that the credit union may change or discontinue the terms and conditions for Mobile Deposit at any time.

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your Credit Union Accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your mobile device.

Once you agree to the terms of the mobile remote deposit services agreement, the service will be available through the mobile app.

Endorsements: All items submitted for deposit via the Whitefish Credit Union mobile application must bear the endorsement "For Mobile Deposit Only at Whitefish Credit Union". Any item that does not bear this endorsement is subject for rejection. If an item were rejected for missing endorsement, you would be notified via email.

Retention: From time to time, Whitefish Credit Union may ask for a member to present the item submitted via mobile deposit in person. All items submitted via mobile deposit must be retained for no less than 30 days from the date you submitted the item for deposit.

Limits: While there is no dollar limit on mobile deposits all deposits are subject to review and extended holds at the discretion of Whitefish Credit Union. If an item were to be held you would be notified in writing by the credit union.

Accounts: Deposits can be made to any of the Accounts associated with the online banking Account.

Eligible Items: You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or Credit Union and payable on demand).

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
- Checks payable to you and another party who is not a joint owner on the Account;
- Checks that contain evidence of alteration, or that 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 that have been previously deposited;
- Checks that are stale-dated (a check presented more than 6 months after its date) or post-dated;
- Checks drawn on financial institutions located outside of the United States;
- Checks payable in a medium other than U.S. currency;
- Money orders
- Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC). Non-cash items include, but are not limited to, checks accompanied by special instructions, checks which consist of more than a single thickness of paper, and checks which have not been preprinted with MICR (magnetic ink character recognition) routing and Account number data;
- Sight drafts (A draft which is payable on presentation to the paying bank-in other words, on sight or demand);
- Promissory notes and similar obligations, such as savings bonds; and
- Any other class of checks or drafts as identified by the credit union to Member from time to time.

Requirements:

Each check image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or the joint owner, either of you can endorse it. If the check is made payable to you and the joint owner, both of you must endorse the check.

Endorsements and Procedures

On or after June 29, 2018, you agree to restrictively endorse any items transmitted through the Service as "For Mobile Deposit Only at Whitefish Credit Union" or as otherwise instructed by us. If you do not endorse deposits as requested, your item may be rejected. You agree to follow any and all other procedures and instructions for use of this service as the credit union may establish from time to time. Any loss that credit union incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. Whitefish Credit Union has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

Receipt of Deposit

All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement and Disclosure with us and will be subject to all terms of the Deposit Account Agreement and Disclosure. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you by email. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. You should check the status of your items within Online Banking.

Original Checks

After you receive confirmation that we have received an image, you must securely store the original check for 30 days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 3 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your Account. After 30 days of deposit, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits

Any credit to your Account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected, returned unpaid by the drawee financial institution, or are rejected or returned by a clearing agent or collecting financial institution, 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 and 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.

Your Warranties

- You make the following warranties and representations with respect to each image:
- Each image is a true and accurate rendition of the front and back of the original check, without alteration, and the drawer of the check has no defense against payment of the check;
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate;
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid;
- There are no other duplicate images of the original check;
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check;
- You are authorized to enforce and obtain payment of the original check; and
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law

You will use Mobile Deposit 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 have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: Whitefish Credit Union, 300 Baker Ave, Whitefish MT 59937

Funds Availability

Funds from mobile deposits are not available for immediate withdrawal. If it is necessary for funds to be available immediately, please contact your Credit Union for alternative options. Deposits are subject to verification, and the general policy is to allow withdrawal of funds from your Account by the next business day for deposits made prior to 6:00 p.m. MST. Deposits after 6:00 P.M. MST and deposits received on holidays or days that are not our business days will be credited to your Account on the following business day. If an extended hold is placed on the deposit, a notice will be sent to you.

Business Days

For purposes of transactions, the Credit Union's business days are Monday through Friday, excluding holidays recognized by us. The Credit Union's business day begins at 9:00 a.m. MST and ends at 5:00 pm MST.

Mobile Deposit Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1-844-542-5611 with written confirmation if you learn of any loss or theft of original checks or if you believe you may have deposited a check item more than once. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service, or interfere, or attempt to interfere, with the technology or Service. The Credit Union and its technology partners, inclusive of, but not limited to, Alkami and Enstenta, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Time for Making a Claim

IN NO EVENT SHALL WHITEFISH CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.