

## Terms of Use for Card Management Module

“You,” “Your,” and other similar terms means the person who is an owner or authorized user on the accounts enrolled in the card management software within our online banking and mobile platforms (“Card Management Module”). “We,” “us” and “our” means First Technology Federal Credit Union, (“Credit Union”). “Third Party Licensors” means the third party and its licensors that have licensed the Card Management Module to us to make the Card Management Module available to you under these Terms of Use. The Third Party Licensors include all affiliates of the Third Party Licensors that are involved in making the Card Management Module and its functionality available to you.

These Terms of Use (“Agreement”) state the terms that govern your use of the Card Management Module in the United States. Such use is limited to the United States. This Agreement, together with all updates, additional terms, software licenses, collectively constitute the “Agreement” which is the entire agreement between you and us concerning your use of the Card Management Module.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE CARD MANAGEMENT MODULE WITHIN ONLINE BANKING OR ON YOUR MOBILE DEVICE, BECAUSE BY INSTALLING OR USING THE CARD MANAGEMENT MODULE YOU ARE AGREEING TO EACH TERM, CONDITION AND DISCLAIMER IN THIS AGREEMENT. DO NOT INSTALL OR USE THE CARD MANAGEMENT MODULE IF YOU DO NOT AGREE TO EACH TERM, CONDITION AND DISCLAIMER IN THIS AGREEMENT. IN ADDITION, WHEN YOU RECEIVE NOTICE OF ANY CHANGES TO THIS AGREEMENT, YOU MUST INDICATE YOUR ACCEPTANCE TO THESE CHANGES BEFORE USING THE CARD MANAGEMENT MODULE. IF YOU DO NOT AGREE TO EACH TERM, CONDITION AND DISCLAIMER IN THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR STORE THE CARD MANAGEMENT MODULE ON ANY MOBILE DEVICE.

We may refuse access to the Card Management Module at any time for noncompliance with any part of this Agreement.

## Description of Service

The Card Management Module can be used within online banking or on your mobile device to define controls for usage of your Credit Union cards. You can set preferences for Alerts to be received when transactions using the cards you have enrolled in the Card Management Module are made or attempted. You can control when and where your enrolled cards can be used as well as view and act on instant Alerts when transactions using your enrolled cards are processed, perform card management functions such as turning your cards on/off, and perform basic mobile banking functions such as viewing transactions.

## Your Agreements When You Install or Use the Card Management Module

In addition to your other agreements herein and any separate agreements between you and us concerning your cards:

1. You represent and warrant that:
  - a. You are of sufficient legal age to install and use the Card Management Module and to create binding legal obligations for any liability you incur as a result of installing and using the Card Management Module;
  - b. Except as otherwise provided by applicable law, you understand that you are financially responsible for all uses of the Card Management Module by you and those who are authorized by you to use the data and information you provide to them to enable them to use the Card Management Module including, without limitation, your password, verification information, and account information;

- c. You are responsible for any fees and charges assessed by us for use of the Card Management Module or those associated with your cards; and
  - d. You will only install and/or use the Card Management Module for yourself and not for any other person.
2. You agree that all of the information you provide in the enrollment process and at all other times is accurate, current, complete and true.
3. You are responsible for maintaining the accuracy and confidentiality of all information you provide when enrolling cards into the Card Management Module and using the Card Management Module including, without limitation, your password, verification information and card information and all transactions and other activities that occur using the Card Management Module whether supplied to you by us or provided by you during the registration process.
4. You may not, and you agree not to, transfer or assign your use of, or access to the Card Management Module to any third party.
5. You authorize us to provide access to your enrolled accounts through the Card Management Module.
6. You are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) charged by us.
7. The Card Management Module is provided for your convenience and any information about your accounts that you receive when using the Card Management Module, including without limitation, confirmation of transactions, does not replace your periodic account statement(s), which is the official record of your accounts.
8. You agree to indemnify, defend, and hold us and our Third Party Licensors (defined above) and our and their respective directors, officers, employees and agents, harmless from and against any and all claims, liability, damages, costs and expenses, including reasonable attorney's fees, penalties and fines that result from or arise out of:
  - a. Your violation of this Agreement or your unauthorized or misuse of the Card Management Module;
  - b. Transactions conducted using the Card Management Module;
  - c. Failed, delayed, or misdirected delivery of, any information sent using the Card Management Module;
  - d. Any errors in information sent through the Card Management Module;
  - e. Any action you may or may not take in reliance on the information provided when using the Card Management Module; and
  - f. Any disclosure of information provided by you including, without limitation, your account information to third parties resulting from your use of the Card Management Module. Your obligation under this paragraph shall survive termination of your use of the Card Management Module or this Agreement.

## Alerts Via Push Notifications

This Agreement also governs the alerts and other information (collectively "Alerts") you receive via push notifications delivered through the Card Management Module. When you are logged into the Card Management Module you will receive a message asking if you want to allow push notifications by pressing "yes" or "no." If you press "yes" for push notifications you have enabled the sending of Alerts depending on the preferences you set in the Card Management Module for your accounts. For example, you can set preferences to receive the Alerts via push notifications for information relating to locations where your card is being used; international authorizations; transaction and merchant type; amounts charged to your card; changes to controls or usage for a shared card; and changes to cardholder information. Instructions and specific information regarding how to set your preferences and Alerts available can be found within the Card Management Module itself. The Alerts are subject to the terms and conditions of your Internet service provider or wireless provider. Alerts may not be encrypted. Alerts can be delivered whether or not you are logged into the Card Management Module and whether or not your device is locked

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or in sleep mode. They may include your name and account information. We cannot guarantee timing or receipt of the Alert, as this may be affected by forces outside of our control. In the event that an Alert is delayed, or not received, we are not responsible for any related impacts. We will not charge a fee for sending Alerts but your wireless provider or internet service provider might charge a fee depending on your plan. If you do not wish for others to see your Alerts, you should establish a passcode lock on your device, lock it when not in use, and guard the screen on your device when it is unlocked. We may terminate the alerting service at any time. To manage Alerts including to change or turn off Alerts, you can log into the Card Management Module and turn off “Notifications” within the Card Management Module or contact our Member Service and they will walk you through how to turn off Alerts on your mobile device. We will never send an Alert that asks you to supply any sensitive personal or financial information such as your social security number or your account number. If you receive such requests, do not respond and contact us immediately.

## License Terms

Subject to your compliance with this Agreement, you are hereby granted a personal, nonexclusive, fully-revocable and nontransferable sublicense (“license”) to install, access and use the Card Management Module on mobile devices that you own or control in accordance with this Agreement. This license is subject to the terms of the license for the Card Management Module granted to us by our Third Party Licensors. All rights not expressly granted to you by this Agreement are hereby reserved by these Third Party Licensors. Nothing in this license entitles you to receive hard-copy documentation, technical support, telephone assistance or updates or upgrades to the Card Management Module. This license and the Card Management Module can be terminated at any time by us without notice to you and you can terminate this license and the Card Management Module at any time by uninstalling the Card Management Module from your mobile device or stopping use of the Card Management Module; provided, however, that you remain responsible for transactions conducted and fees incurred using the Card Management Module on the device on which it is installed, to the extent your liability is not prohibited by law.

The Card Management Module is licensed, not sold, to you for use only under the terms of this Agreement.

This license does not allow you to use the Card Management Module on any device or product that you do not own or control, and you may not distribute or make the Card Management Module available over a network where it could be used by multiple devices at the same time. You may not transfer in any form (including rent, lease, lend, sell, redistribute or sublicense) the Card Management Module. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Card Management Module, any updates, or any parts of updates, except regarding use of open source elements components included with the Card Management Module. Any attempt to do so is a violation of the rights of our Third Party Licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by us that replace and/or supplement the original Card Management Module and functionality, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. Notwithstanding the foregoing, we are not obligated to upgrade the Card Management Module.

## Technical Data

By using the Card Management Module, you acknowledge and accept that we and our Third Party Licensors may collect and use technical data and related information including, but not limited to, technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Card Management Module. You understand that full use of Card Management Module requires you to have a card account with us and that personally identifiable information may be

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collected by us and our Third Party Licensors in conjunction with your transactions, consistent with federal law and our privacy policy and our privacy policy.

## Termination

This Agreement and this license are effective upon your installation of the Card Management Module until terminated by you or us. We may terminate or suspend the Card Management Module at any time and we may limit or change functionality at any time. You may terminate your use of the Card Management Module at any time by deleting the Card Management Module from your mobile device, or deactivating the service within online banking, and the services available through the Card Management Module will no longer be accessible to you. In addition, we may suspend or terminate your access at any time without notice to you in the event you breach this Agreement or in the event of suspected fraud with respect to your use of the Card Management Module or your accounts with us. Further, any rights granted herein are subject to termination with or without notice from us if you violate and/or fail to comply with any terms or conditions set forth herein. Once this Agreement and license are terminated, you are no longer entitled to use the Card Management Module and you shall cease all use of the Card Management Module, and destroy any legally made copies or portions thereof of the Card Management Module.

## Third Party Services

The Card Management Module may enable access to third party services and web sites, including GPS locator websites such as Google, which allow you to find a branch. Use of the third party services may require Internet access and that you accept additional terms of service.

To the extent the Card Management Module allows you to access third party services, we and our respective Third Party Licensors reserve the right to change, suspend, remove, or disable access to any part of the services or all of the services at any time without notice to you. In no event will we or our Third Party Licensors be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability to you.

You understand that we may offer to integrate our own and/or our Third Party Licensor's and/or with third party services for your convenience. Further, you understand that we are not affiliated with, do not endorse, and are not responsible for these third party services. We are not responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from ours. The personal data you may choose to give to us by means of installing the Card Management Module on your mobile device and enrolling your accounts to use the Card Management Module shall be governed by our privacy policies.

## Disclaimer and Limit of Liability

You expressly acknowledge and agree that use of the Card Management Module is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Card Management Module and any services performed or provided by the Card Management Module or us or our Third Party Licensors are provided "as is" and "as available," with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the Card Management Module and any services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.

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Installation and use of the Card Management Module occurs across the networks of many internet and wireless service providers. We do not operate or have any involvement or control with or over these networks or the wireless service providers. We will not be liable to you for any circumstances that interrupt, prevent or otherwise affect your ability to install and use the Card Management Module. Such circumstances include, but are not limited to, the unavailability of the wireless service for any reason, network delays, a breach of security or integrity of the network or wireless service, system outages, communications failure, limitations on wireless coverage and interruption of a wireless connection. We disclaim any responsibility for any wireless service or internet service used to access the Card Management Module.

We and our Third Party Licensors disclaim any responsibility for the transmission of your personal information across the networks of wireless and internet providers because neither we nor our Third Party Licensors control these networks. By installing and using the Card Management Module you acknowledge and agree that the privacy of your personal information cannot be guaranteed and you assume full responsibility for, and hold us and our Third Party Licensors harmless from, any losses or damage you incur as a result of the transmission of your personal information when installing or using the Card Management Module.

We and our Third Party Licensors do not warrant against interference with your enjoyment of the Card Management Module in any way, or that defects in the Card Management Module or services will be corrected. No information or advice given by us, our Third Party Licensors or our or their representatives shall create any warranty. Should the Card Management Module or services prove defective, you assume the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you if you reside in those jurisdictions.

To the extent not prohibited by law, in no event shall we or our Third Party Licensors be liable for personal injury, or any punitive, incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Card Management Module, however caused, regardless of the theory of liability (contract, tort or otherwise), even where we or our Third Party Licensors have been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you if you reside in those jurisdictions. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. We may amend, modify or cancel this Agreement, the Card Management Module or the functionality available at any time and without notice to you. You agree that your continued use of the Card Management Module constitutes your agreement to the change or modification.

## Your Additional Agreements When Installing or Using the Card Management Module

You agree to immediately notify us of any unauthorized use of your password or other verification information, or any other breach of security. In case of unauthorized access to your device or your telecommunications service or any other compromise of the security for your mobile device that you use to access the Card Management Module, you agree to immediately cancel your registration associated with the compromised mobile device by calling our support center. Neither we nor our Third Party Licensors will be liable for any use of the Card Management Module or transactions conducted using a mobile device that has been compromised.

When installing and using the Card Management Module, you agree not to:

- a. Impersonate any person or entity;

- b. Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- c. Spam or flood the Card Management Module;
- d. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Card Management Module or the software used in connection with the Mobile;
- e. Remove any copyright, trademark, or other proprietary rights or notices contained on the Card Management Module;
- f. “Frame” or “mirror” any part of the Card Management Module;
- g. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Card Management Module or the contents of either;
- h. Otherwise interfere with, or disrupt the Card Management Module or servers or networks connected to the Card Management Module, or violate this Agreement or any requirements, procedures, policies or regulations applicable to the Card Management Module or of any networks connected to the Card Management Module; or
- i. Intentionally or unintentionally violate any applicable local, state, federal, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by us (all of which shall constitute “Applicable Law”) in connection with your installation and use of the Card Management Module.

## Export Restrictions

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

## U.S. Government Restricted Rights

The software used in connection with the Card Management Module is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

## Miscellaneous

If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to the Card Management Module and this Agreement are subject to the exclusive jurisdiction and venue of the courts in California

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and you expressly consent to such jurisdiction and venue. This Agreement and all related documentation are and will be in the English language and the application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Card Management Module. You indicate your acceptance of this Agreement by clicking on the “Accept” button below in connection with your installation of the Card Management Module. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the “Accept” button, you accept this Agreement and agree to the terms, conditions and notices contained or referenced therein. When you click on the “Accept” button, you also consent to have this Agreement provided to you in electronic form. You have the right to receive this Agreement in non-electronic form.

## Relationship with Other Agreements

This Agreement applies only to the Card Management Module and its functionality. The terms of other disclosures and agreements between you and us, as may be amended from time to time, remain effective for all other aspects of your accounts and other services with us. In the event of a conflict between another agreement or disclosure you have with us and this Agreement, this Agreement shall control but only with respect to the subject matter of this Agreement.

## Governing Law

The laws of the state of California, excluding its conflicts of law rules, govern this Agreement and license and your use of the Card Management Module. Your use of the Card Management Module may also be subject to other local, state, national, or international laws.