



DIGITAL SERVICES AGREEMENT

This Digital Services Agreement ("Agreement") describes your rights and obligations as a user of the Digital Services made available to you through our Online and Mobile Financial Services ("Digital Services"). It also describes the rights and obligations of Anoka Hennepin Credit Union, Division of TopLine Financial Credit Union as the provider of the Digital Services. Please read this Agreement carefully. When you click on the enrollment button, you will complete your registration to receive the Digital Services, and you accept and agree to comply with the terms and conditions of this Agreement, including any amendments and supplements to this Agreement or any changes thereto. Your registration may be accepted or declined by our service provider and/or us based on specific criteria. If you do not agree to the terms and conditions of this Agreement, do not click on the enrollment button. If you do not accept and agree to all of the terms, you will not be entitled to use the Digital Services. You can review, download and print the most current version of this Agreement at any time at www.ahcu.coop. You should print a paper copy of this Agreement and retain a copy for your records.

Definitions

The following definitions apply in this Agreement:

1. **"Account Documentation"** means any other agreements, documents and disclosures relating to your Eligible Account(s) with us or our Digital Services, including, without limitation, our Membership and Account Agreement, Fee Schedule and Funds Availability Policies.
2. **"Authorized Representative"** refers to a person with authority to take action or make decisions on behalf of the owner of an Eligible Account, including, but not limited to, any person to whom you disclose your Security Information or provide access to your Security Information or your Eligible Account(s) through Digital Services.
3. **"Bill Payment"** is the Digital Service that enables the scheduling of bill payments using a personal device.
4. **"Digital Services"** means each of the products and services we or our service providers offer that you may use, access or enroll in through our Online and/or Mobile Financial Services using the Internet, a website, email, a mobile device, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), as further described herein.
5. **"Eligible Account"** means each account you own with us from which you are eligible to conduct transactions using a Digital Service.
6. **"ISP"** refers to your Internet Service Provider.

7. **"Mobile Financial Services"** means any Digital Service that we provide, and that you subscribe to, enabling you to obtain Eligible Account information or initiate transactions to or from your Eligible Accounts through your Mobile Device.

8. **"Mobile Device"** means a cellular telephone or similar wireless communication device, including, but not limited to, a tablet or similar device, onto which you have downloaded software or a mobile application provided by us ("Software") for the purpose of accessing Mobile Financial Services. A "Mobile Device" may also include a cellular telephone, tablet or similar wireless communication device that is capable of conducting transactions through SMS text messaging or by accessing Mobile Financial Services using a mobile browser.

9. **"Online Financial Services"** refers to our online website and web pages accessible through www.ahcu.coop that may be used to access your Eligible Accounts and the Digital Services online.

10. **"Password"** is the member-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 our Digital Services.

11. **"PC"** means your personal computer which enables you, with the Internet browser and ISP, to access your Eligible Account.

12. **"User ID"** is the Credit Union-generated identification code assigned to you for your connection to our Digital Services.

13. **"We", "us", or "Credit Union"** refer to Anoka Hennepin Credit Union, a Division of TopLine Financial Credit Union which offers the Digital Services and which holds the accounts accessed by the Digital Services, and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Eligible Account or provided a Digital Service. Any reference to "Anoka Hennepin Credit Union, a Division of TopLine Financial Credit Union" in this Agreement includes any directors, officers, employees, contractors, service providers, agents or licensees of TopLine Financial Credit Union.

14. **"You" or "your"** means, as applicable, each owner or Authorized Representative of an Eligible Account. "You" and "your" mean the person enrolling in Digital Services and thereby agreeing to this Agreement, both on your behalf and, if applicable, on behalf of any joint owner or of your business as its authorized representative(s).

I. Credit Report Authorization.

By enrolling in Digital Services, you understand and acknowledge that we may obtain a copy of your credit report from one or more consumer reporting agencies to assist with evaluating your financial readiness for the accounts and services you request. In addition, by enrolling, you authorize us to use your credit report for the following purposes:

(a) To review your report with you to confirm the report's accuracy and determine whether there may be actions you can take that might improve your credit score; and

(b) To determine whether we might be able to offer you accounts, products or services with more favorable interest rates, lower payments or other more advantageous terms than accounts, products or services you currently have.

You understand that we cannot make any guarantee that you will be able to improve your credit score or qualify for any credit union accounts, products or services. You may notify us at any time that you do not want us to use your credit report for purposes of (a) and (b) above by contacting us at 800-785-2428.

II. What this Agreement Covers.

Your use of our Digital Services is governed by the terms contained herein and the following, which are considered part of this Agreement: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using any of our Digital Services; (ii) our rules, procedures and policies, as amended from time to time, that apply to any of our Digital Services, each Eligible Account, and each Digital Service; and (iii) state and federal laws and regulations, as applicable. Each of your Eligible Accounts and Digital Services will also continue to be subject to any other Account Documentation that applies to it, and you and we agree to be bound by and comply with the terms of such other Account Documentation.

You should review other Account Documentation including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the Fee Schedule accompanying such Account Documentation. Unless this Agreement specifically states otherwise, if there is a conflict between the terms and conditions contained in this Agreement and the terms and conditions of any other Account Documentation between you and us, or any other such agreement has terms that are not specifically addressed in this Agreement, then the other agreement will control and take precedence. The other agreement will only control with respect to the Eligible Account or Digital Service with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding Digital Services or features that appear in the specific Account Documentation for your Eligible Account or Digital Service, but that do not appear in this Agreement, will apply. As an exception to the general rule described in this Section, if any other Account Documentation you have with us includes terms that address your online or mobile access to an Eligible Account, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address online or mobile access.

III. Ownership, Control and Access to Accounts.

A. For Eligible Account(s) owned by more than one person, each owner individually has the right to provide the Credit Union with instructions, conduct any transaction, make any decision, obtain any information or make any request associated with their Eligible Accounts. We may act on the instructions of any owner, including a minor named as a joint owner, without having liability to any owner. Please refer to the specific Account Documentation for your Eligible Accounts and Digital Services for more details.

B. You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Agreement and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized

Representative appointment by one account owner for an Eligible Account constitutes an Authorized Representative appointment by all other account owners of that Account.

C. You acknowledge and agree that all transactions an Authorized Representative or joint owner performs on an Eligible Account, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of the Eligible Account are solely responsible for those transactions, and we are not responsible for them except when required by law. To revoke an Authorized Representative's authority to perform transactions on your Eligible Account(s) using your own Security Information, you must change your Password within our Online Financial Services website and notify us that an Authorized Representative is no longer authorized. If you and we permit an Authorized Representative to establish his or her own Security Information to access your Eligible Account(s) using our Digital Services, you must notify us immediately if such Authorized Representative is no longer authorized to act on your behalf. Only transactions that you did not want or intend and that the Authorized Representative performs after we have had a reasonable opportunity to act on your notification will be considered unauthorized transactions.

D. If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Eligible Account, then you are also agreeing that for purposes of such transactions initiated through Digital Services, the Authorized Representative is an "authorized signer" on the Account, subject to the terms of the Account Documentation for your applicable Eligible Account. In addition, if you make a person an offline authorized signer on an Eligible Account, and that authorized signer enrolls in Digital Services on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Agreement.

E. You agree that you will only appoint Authorized Representatives if we permit you to do so and if we provide a procedure for appointing Authorized Representatives as part of Digital Services. You agree that you will follow any Authorized Representative appointment procedure we provide. This provision takes precedence over any conflicting provision in any other Account Documentation you have with us. We may discontinue offering Authorized Representative options or permitting Authorized Representatives to access your Eligible Account(s) at any time without prior notice.

F. If you are appointed as an Authorized Representative on an Eligible Account, you agree that you will access and use the account in accordance with the authority given to you by the appointing account owner. Each time you access, view, or transact on that Eligible Account through Digital Services, you represent and warrant to us that your action is authorized by the appointing account owner.

IV. **Access to Digital Services**

A. **System Availability.** The Credit Union will provide instructions on how to use the Digital Services. You may access your Eligible Accounts through our website using your Internet-enabled device, your ISP, your Password and your User ID. You may access your Eligible Accounts through your Mobile Device using an Internet-enabled Mobile Device that supports 128-bit encryption, your Password and your User ID. To use Mobile Financial Services, you must download our Digital Services software. Online and Mobile Financial Services can be accessed using the same security credentials (User ID and Password). We undertake no obligation to monitor transactions through Digital Services to determine that they are

made on behalf of the account owner. You will generally be able to access your Eligible Accounts through Digital Services 24 hours a day, seven (7) days a week. However, availability of the Digital Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. We do not specifically warrant that our Digital Services will be available at all times. During times when our Digital Services are not available, you may be able to obtain information about your Eligible Accounts by calling us at 800-785-2428, using one of our automated teller machines, or visiting a Credit Union branch location in your area during normal business hours.

B. **Cut-Off Time for Funds Transfers.** The transfer of funds initiated through Digital Services from one of your Eligible Accounts to another of your Eligible Accounts (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur at the time that the Internal Transfer is requested and the transferred funds will be available at that time, subject to system availability. Transfers of funds using our Bill Payment or Money Movement services are subject to the cut-off times described in the terms for these services. If a payment or transfer is not initiated in accordance with the cut-off times applicable to each Digital Service, we will not begin processing the payment or transfer until the following Business Day. NOTE: If you have made deposits or requested Internal Transfers to be credited to an Eligible Account on a date a payment is scheduled to be processed using one of our Digital Services, please be advised that your payment may be processed and funds may be debited from your Eligible Account prior to deposits or Internal Transfers being credited to your Eligible Account. This may affect the total amount of overdraft fees that may be charged to your Eligible Account pursuant to the terms of your Account Agreement. You may avoid these charges by making deposits or requesting Internal Transfers to be credited to your Eligible Account prior to the date a payment is scheduled to be processed using one of our Digital Services.

C. **Authorization to Transfer Funds.** You expressly authorize us to debit the appropriate Eligible Account in the amount of any funds transfer initiated through our Digital Services. You agree that we may treat any such funds transfer from an Eligible Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Eligible Account the same as a deposit or loan payment, all in accordance with the terms of this Agreement and the Account Documentation governing your Eligible Account(s).

D. **Funds Transfers.** You authorize us to select any means we deem suitable to provide electronic funds transfers initiated by you using the Digital Services. These choices include financial institution channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. Funds transfers to or from your Eligible Account(s) will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, and any regional association (each an "ACH"). The terms of this Agreement are in addition to, and not in place of, any other agreements you have with us regarding electronic funds transfers.

E. **Funds Availability.** With regard to all Digital Service transfers, you are responsible for having sufficient and available funds on deposit to make the transfers or payments requested. In our sole discretion, we may refuse to process any transaction that exceeds any limitation set forth in this Agreement. We may deduct payments or transfers from your designated account in connection with any Digital Services,

even if such deduction creates an overdraft. You are liable for all overdraft fees. We reserve the right, and you hereby authorize us, to debit any of your other accounts at the Credit Union to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with your Account Documentation.

F. **Hardware and Software Requirements for Online Financial Services.** You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, devices and Internet access services necessary to use for Online Financial Services. We will not be responsible for failures from the malfunction or failure of your hardware, software, devices or any internet access services. We require your browser to be, at a minimum, 128-bit encryption enabled. Your access to Online Financial Services may be limited, in whole or in part, by your method of accessing Online Financial Services, as well as by your hardware and software. You are responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of ISP, or your choice of systems and computer services. By executing this Agreement you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access Online Financial Services. You also acknowledge and agree that you are responsible for all related costs associated with accessing Online Financial Services.

G. **Hardware and Software Requirements for Mobile Financial Services.** You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device and software that meets all technical requirements for the proper delivery of Mobile Financial Services and that fulfills your obligation to obtain and maintain secure access to the Mobile Financial Services. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of your Mobile Device, including, but not limited to, wireless carrier service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Financial Services. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Financial Services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using your Mobile Device, electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device, or failures of or interruptions in any electrical, wireless carrier or Internet services.

V. **Transactions with Online Financial Services**

A. **Account Access.** You may use Online Financial Services to access eligible checking accounts, savings accounts, money market accounts, share certificates and individual retirement accounts, as well as consumer loan accounts, certain business loan accounts, and health savings accounts you maintain with us. If you enroll in Online Financial Services, any such accounts on which you are named as the owner or Authorized Representative with account access will be automatically displayed to the extent such accounts can be linked to your Social Security Number or Tax

Identification Number. Such accounts will be displayed without regard to who else may have an ownership interest in such accounts.

An Eligible Account can include an account held for a small business, even if the business has its own Tax Identification Number, but only if the business meets our requirements for eligibility for these Digital Services. Your financial representative can tell you if your business is eligible.

Share and loan accounts that have a common signer for withdrawals or a common borrower may be linked for access purposes. If your business is eligible for these Digital Services, the business accounts can also be linked with your personal accounts for access purposes. BE AWARE THAT ANY SIGNER ON AN ACCOUNT, ACTING ALONE, WILL BE AUTHORIZED TO ACCESS A LINKED ACCOUNT THROUGH ONLINE FINANCIAL SERVICES. YOUR ABILITY TO ACCESS ACCOUNTS ONLINE, INCLUDING CERTAIN PERSONAL ACCOUNTS THAT HAVE BEEN LINKED TO ELIGIBLE BUSINESS ACCOUNTS, MAY BE TERMINATED IF WE ARE PRESENTED WITH, AND IN GOOD FAITH RELY ON, RESOLUTIONS OR ANY OTHER DOCUMENTATION PURPORTING TO REMOVE YOU AS A SIGNER OR AUTHORIZED USER FROM ANY ELIGIBLE BUSINESS ACCOUNT.

B. Description of Online Financial Services. Subject to the terms and conditions of this Agreement, you may use Online Financial Services to obtain Digital Services and perform authorized transactions in connection with your Eligible Accounts, including the following:

- View, print and download recent balance and transaction information (in some instances, balance and transaction information may only reflect activity conducted through the close of the previous Business Day);
- Enroll for email and SMS text alerts (e.g., to be notified if an account reaches a certain balance);
- Transfer funds between your Eligible Accounts through our Online Financial Services website or by signing up for our SMS text service;
- Make transfers to third parties or account(s) you maintain at another financial institution using our Money Movement service (available for consumer accounts only);
- Make payments from your deposit Eligible Accounts (must be share account, money market account or checking account) to your loan Eligible Accounts;
- Advance funds out of your revolving loan Eligible Accounts to other Eligible Accounts;
- Originate stop payments on issued checks with respect to your Eligible Accounts;
- Reorder checks for your Eligible Accounts;
- View, print and download recent Eligible Account statements (available only to members who have signed up for E-statements through Digital Services); and
- Initiate bill payments through our Bill Payment service.

To activate Eligible Account alerts, E-statements, SMS text services, the Bill Payment service, and/or the Money Movement service, you must separately enroll for each service.

C. Internal Transfer of Funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments between your Eligible Accounts. You may

transfer funds among your checking accounts, share accounts and money market accounts. NOTE: Because regulations require the Credit Union to limit preauthorized transfers (including Online and Mobile transfers), the following limitations apply:

- *Share Savings or Money Market Account.* You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Digital Services. *Please note:* If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.

D. Additional Online Financial Services. The types of Digital Services we currently offer through Online Financial Services are detailed on our website at www.ahcu.coop. New services and features may be introduced for Online Financial Services from time to time in our sole discretion. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

VI. Mobile Financial Services.

A. Once you enroll for Mobile Financial Services, designated Eligible Accounts and payees (or billers) will be accessible through Mobile Financial Services. Mobile Financial Services (e.g., viewing balances, searching for transactions, viewing transactions, internal transfers, SMS text alerts and service, and the Mobile Deposit Service), may be added, reduced or modified by us from time to time without prior notice except as required by law. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services. We may also modify, reduce or expand the geographic areas in which we offer Mobile Financial Services or any of its functions or services. We reserve the right to refuse to make any transaction you request through Mobile Financial Services.

B. Subject to the terms and conditions of this Agreement and other Account Documentation, you may also use Mobile Financial Services to make mobile deposits of checks to your qualifying Eligible Accounts using our Mobile Deposit Service. To activate the Mobile Deposit Service, you must separately enroll for this service through Mobile Financial Services. This service is subject to additional terms and conditions, and your use of such service will constitute your acceptance to these additional terms and conditions. For additional information about this service, please click on the link for the Mobile Deposit Service available through Mobile Financial Services.

C. We do not guarantee functionality of Mobile Financial Services (or any specific Software that we provide with respect to Mobile Financial Services) on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. We may elect to discontinue Mobile Financial Services (or any of the services that we provide, from time to time, through Mobile Financial Services) at any time. If we choose to discontinue Mobile Financial Services, we will provide you with reasonable notice. We make no representation that any content or use of Mobile Financial Services is available for use in locations outside of the United States. Accessing Mobile Financial Services from locations outside of the United States is at your own risk.

VII. **Fees for Digital Services.** There may be fees associated with your Eligible Account(s) or for certain Digital Services. Please refer to the Account Documentation, including the Fee Schedule, governing your Eligible Accounts and the Money Movement Service for fee information or contact us at 800-785-2428 if you have questions regarding these fees. You are responsible for any fees or other charges that your wireless carrier may charge for any data or message services related to the use of our Digital Services, including without limitation, SMS text messaging.

VIII. **Viewing Account Transaction Activity and E-statements Online.**

A. **Account Transactions Using Digital Services.** You are responsible for accurately entering all data necessary to perform a transaction in your Eligible Account(s) and for verifying all instructions transmitted to us. You will continue to receive your regular statements for your Eligible Accounts either monthly or quarterly, depending on the type of account. Your account transactions using our Digital Services will be indicated on your monthly or quarterly statements.

B. **Account Transaction Activity.** Through Digital Services, you may view the transaction activity on any of your Eligible Accounts. Such activity will be available for viewing for no less than 90 days. The transaction activity for your Eligible Accounts can also be downloaded or printed at your convenience through Digital Services.

C. **Description of E-statements.** You may elect to have your periodic statements and other required disclosures accompanying your periodic statements for certain Eligible Account(s) delivered to you electronically in place of paper disclosures (“E-Statements”). You may sign up for E-statements at any time through Digital Services. If you have elected to receive E-statements, you may view your periodic statements and other disclosures that we would otherwise deliver by mail through Digital Services. Your E-statements can also be downloaded or printed at your convenience. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Eligible Accounts. Additional details on E-Statement enrollment are provided on the E-Statement web pages available through Digital Services.

IX. **Use of Your Security Information.** You are responsible for keeping your Password and User ID (“Security Information”) and Eligible Account information confidential. You further agree to take every reasonable precaution to ensure the safety, security and integrity of such information when using a computer or your Mobile Device to access the Digital Services, including compliance with any other security procedures and protocols we may require from time to time. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information or Security Information;
 - Do not leave your computer or Mobile Device unattended while you are in the Credit Union's Digital Services and log off immediately at the completion of each Digital Services session;
- 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; and

- We recommend that you change your Security Information regularly. You can change your Security Information through Digital Services or by contacting us at 800-785-2428.

Your use of your Security Information shall have the same effect as your signature to authorize instructions you provide to us. If you believe your Security Information has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at 800-785-2428 during our regular business hours. Our regular business hours are Monday - Friday 9 a.m. - 5 p.m., and Saturday 9 a.m. - 1 p.m., Central time. Telephoning the Credit Union is the best way of minimizing your losses and liability. (See Electronic Funds Transfer Agreement and Disclosure). If you believe your Password has been lost or stolen, please use the Password change feature within the Online Financial Services section of the website to change your Password.

X. **Business Accounts.** If you are a business, any Authorized Representative of your business is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement, as amended from time to time;
- Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Digital Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

XI. **Term and Termination**

A. **Term.** The terms of this Agreement shall be effective as of the date you accept these terms and shall remain in full force and effect until termination in accordance with the following provisions.

B. **Termination for Cause.** We may immediately terminate or suspend your electronic privileges (including any Digital Service) without notice to you under the following circumstances:

1. You do not pay any fee required by this Agreement when due; or
2. You do not comply with this Agreement, your other Account Documentation, or your accounts with us are not maintained in good standing. When required by law, we will notify you if we terminate this Agreement or your use of the Digital Services for any other reason.

C. **Termination for Inactivity.** If you do not sign on to Digital Services for any consecutive 180-day period, your access to Digital Services may be discontinued. If your access is discontinued due to inactivity, you will need to reenroll if you wish to use the Digital Services in the future. Notwithstanding the foregoing, we reserve the right to suspend, revoke or terminate your use of the Digital Services in whole or in part at any time for any reason without notice to you except as required by law. Suspension, revocation, termination or discontinuation will not reduce your liability or obligations under this Agreement. We will not be liable for payments or transfers not cancelled or payment or transfers made through the Digital Services due to the lack of proper notification by you of service termination or discontinuance for any reason. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

XII. **Reinstatement of Access.** Access to Digital Services, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. If your access to Digital Services was previously terminated and you are eligible for reinstatement, you may reenroll at any time.

XIII. **Liability.**

A. **Our 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 the Digital Services. Unless otherwise required by applicable law, we are only responsible for performing the Digital Services as delineated in this Agreement. Except as otherwise set forth herein or in your other Account Documentation, we will only be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

B. **Indemnification.** You agree to indemnify, defend and hold harmless the Credit Union, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Digital Services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your eligible accounts, of any intellectual property or other right of any person or entity.

C. **Third Parties.** Except when applicable law provides otherwise, we will not be liable for any loss or liability resulting from any failure of your Mobile Device, equipment or software, or that of an internet browser provider such as Google (Google Chrome) or Microsoft (Microsoft Explorer browser), by an Internet access provider, wireless carrier, 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 Eligible Account or Digital Service.

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

E. **Damages.** OUR RESPONSIBILITIES ABOVE FOR LATE CHARGES AND INCORRECT OR MISDIRECTED PAYMENTS OR TRANSFERS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICES OR THE USE OF OR INABILITY TO USE THE SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES; ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS; ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY; ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES.

F. You assume full responsibility for all transfers of funds made by us to or from an Eligible in accordance with this Agreement and at your request or at the request of anyone who purports to be you or uses your Security Information. You hereby agree to the security procedures described herein and acknowledge that such security procedures provide a commercially reasonable means of providing security against unauthorized payment instructions. You will be bound by any payment or transfer instruction that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Although we are liable for a breach of security in our own internal system, you are solely responsible and liable for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means. A breach of security includes, but is not limited to, phishing, pharming, key logging, or other fraudulent activity enabled by malware. If we do bear responsibility, it shall extend only to losses caused solely and directly by us, and our liability will in any event be limited as expressly provided in this Agreement.

G. **Warranty Disclaimer.** THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZED SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

XIV. **General Terms and Conditions**

A. **Notices and Communications.**

1. **Account Related Information.** Except as expressly provided otherwise in this Agreement, you agree that we may provide you notices and other information regarding your Eligible Account(s) or Digital Services (collectively "Account Related Information") through mail, electronically, by phone or by other means available. If there is more than one owner on your Eligible Account, we may send Account Related Information to any one of you. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you. The person receiving the

notice is responsible for providing copies of all Account Related Information to all joint owners and Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal, Digital Services or overnight courier, at our sole option. Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit.

2. **Consent to Communication.** You expressly agree that we may from time to time make telephone calls and send emails and text messages to you in order for us to:

- service your Eligible Accounts and Digital Services,
- collect any amount you may owe, or
- discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may call you and send email or text messages to you at any telephone number or email address you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. Emails and text messages sent to others pursuant to your instructions and on your behalf may identify you by name and may state that we are sending them on your behalf and according to your instructions. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via SMS text message, including a confirmation from us in the event you withdraw your consent.

3. **Changes to Contact Information.** You agree that you will notify us immediately in the event of a change to your contact information (e.g. mailing address, email address, phone number). Address changes may be initiated:

- at your request. You may instruct us to change the contact information to which we send notices or Account Related Information concerning your Account at any time by contacting us at 800-785-2428 or notifying us in writing at Anoka Hennepin Credit Union, a Division of TopLine Financial Credit Union, Attn: Member Service. Changes to your email address may also be made through Digital Services.
- if we receive an address change notice from the U.S. Postal service.
- if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or email address only for the account(s) you specify or for all or some of your other account(s) with us.

B. **Changes and Modifications.** Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement or add, delete or modify certain Digital Services from time to time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update this Agreement accordingly and post on our Online Financial Services website. This Agreement will be updated on the effective date of such modifications, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation

requires that it be updated an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use the Digital Services after we provide you notice of any change, you agree to the change. Changes to fees or terms applicable to Eligible Accounts or certain Digital Services are governed by the Account Documentation otherwise governing each Eligible Account or Digital Service.

C. **Assignment.** We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

D. **Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

E. **Links to Third Party Sites.** Our Digital Services may contain links to other websites (“Linked Sites”). Such links are provided solely as a convenience to you. We do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that the Credit Union, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

F. **User Content; Privacy.** Subject to the Credit Union’s Privacy Policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the “Content”) you provide to us for the purpose of providing the Digital Services, and you hereby give the Credit Union a license to do so. All information gathered from you in connection with using the Digital Services will be governed by the provisions of your other Account Documentation governing your Account(s) and the Credit Union’s privacy policy that was previously provided to you in connection with your Account(s).

G. **Entire Agreement; Severability.** Together with other applicable Account Documentation, this Agreement represents the agreement between you and us regarding our Digital Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online and mobile access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing Digital Services will be deemed to have been modified by us and applied in a manner consistent with such laws. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable, it shall be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other action or jurisdiction.

H. **Waiver.** We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

I. **Proprietary Rights.** You acknowledge and agree that the Credit Union and/or our service provider(s) own all rights in and to the Digital Services. You are permitted to use the Digital Services only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile The Credit Union and /or our service provider's Digital Services or any of The Credit Union and/or our service provider's services or technology.

J. **No Unlawful or Prohibited Use.** As a condition of using the Digital Services, you warrant to us that you will not use the Digital Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Digital Services in any manner that could damage, disable, overburden, or impair the Digital Services or interfere with any other party's use and enjoyment of the Digital Services. You may not obtain or use the Digital Services to obtain any materials or information through any means not intentionally made available or provided for through the Digital Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Software may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

K. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent state law applies, the laws of the State of Minnesota. If a dispute arises between us with respect to this Agreement, its enforcement, or our Digital Services, either of us may require that it be settled by binding arbitration in accordance with any arbitration provisions contained in the Account Documentation governing the applicable Eligible Account or Digital Service. Minnesota state and federal courts will otherwise be the only courts where legal actions regarding this Agreement can be brought. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

L. **Ownership.** All right, title and interest in and to (a) any and all Software, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a) collectively the Software), and (b) any and all user guides, instructions and other documentation provided to, or used by, you in connection with Digital Services (collectively the

“Documentation”) shall be, and remain, the property of the Credit Union or any third party Software provider, as applicable.

M. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

N. **Restrictions.** Unless otherwise expressly authorized, you may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form, or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

O. **Modifications to Software.** We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Software. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Software. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Software.

P. **Technical Support.** We have no obligation whatsoever to furnish any maintenance and support services with respect to Digital Services or the Software, and any such maintenance and support services provided will be provided at our discretion.

Q. **Information Provided to Us.** You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Software by you, including, your location, device-based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing Digital Services. This license shall survive termination of this Agreement for such period as necessary for us to provide Digital Services, comply with the law, or comply with a Procedure.

R. **BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(763) 422-0290
(800) 785-AHCU (2428)

or write to:

Anoka Hennepin Credit Union,
a Division of TopLine Financial Credit Union
3505 Northdale Blvd Northwest
Coon Rapids, MN 55448

Fax: (763) 422-0458

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

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

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

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

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

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

S. **LIABILITY FOR UNAUTHORIZED TRANSACTIONS** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could

lose all the money in your accounts (plus your maximum overdraft line-of-credit).

If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction unless you were grossly negligent in the handling of your card or access code. The Credit Union will be liable for unauthorized withdrawals at ATMs if the unauthorized withdrawal was due to the loss or theft of your card or access code, and you notify us of the loss or theft of your card or access code within 60 days of receipt of the first statement showing the unauthorized withdrawal. In any case, your liability is limited to \$50.00.

Also, if your statement shows transfers with your card or card number that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers 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 card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(763) 422-0290
(800) 785-AHCU (2428)

or write to:
Anoka Hennepin Credit Union,
a Division of TopLine Financial Credit Union
3505 Northdale Blvd Northwest
Coon Rapids, MN 55448

Fax: (763) 422-0458

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

