



Section III: Electronic Services

The Credit Union offers a variety of electronic services. By establishing and/or using electronic services, you agree to the following terms, conditions, and any amendments governing your and our rights and responsibilities concerning these services.

1. E-Documents Electronic Delivery:

- a. **Scope of Communications:** Law, regulation, and/or agreement require the Credit Union to provide you certain Communications "in writing". With your consent, we offer you the option to receive these Communications by Electronic Delivery. **By enrolling in the Credit Union's E-Documents Electronic Delivery service, you agree to receive all Communications relating to your membership and accounts via electronic delivery.** Communications include, but are not limited to the following:
 - i. All legal, regulatory, or other disclosures associated with an Account or Service.
 - ii. All periodic statements for an Account or Service, along with any notices related to such statements that we are required or permitted to include with paper statement.
 - iii. All other documentation relevant to an Account or Service, including agreements, amendments, account opening documentation, billing statements, policies and procedures, including our Privacy Policy, terms and conditions, authorizations, updates, notices, responses to claims, transaction history, Individual Retirement Account and Employee Retirement Income Security Act information, including but not limited to notices, plan documents, amendments, account opening, verification, maintenance notices, and other such information.
 - iv. Member material including proxy materials, periodic reports, tender offer materials, corporate actions, fact sheets, newsletters, announcements, and other similar disclosures, materials, or information.
 - v. Investments materials, including any Communication or disclosures required or permitted to be delivered to you in connection with any investment, strategy, opportunity or securities transaction.
 - vi. Documents related to the administration, management, investment, and distribution of Accounts or Services owned or used by trustees or other fiduciaries.
 - vii. Trade confirmations for transactions made for or against an Account, as well any document, notice, or other information which we are required or permitted to deliver with trade confirmations.
 - viii. Documents evidencing, governing, or related to credit facilities, including, without limitation, secured and unsecured extensions of credit, mortgage loans and home equity lines of credit, letters of credit, derivatives and other swap transactions, requested by you as well as notices, confirmations, authorizations, or other information in which we are required or otherwise choose to send in relation to such credit facilities.
 - ix. Tax forms and reports relevant to an Account or Service, including tax forms, which we are required or permitted to deliver via Electronic Delivery including, but not limited to, forms in the 1098 and 1099 series and Schedules K-1. Please see the section titled "Additional Provisions for Tax Documents" below for additional terms for electronic delivery of Tax Documents.
 - x. Communications for advisory or managed Accounts or Services.
 - xi. Marketing materials.
 - xii. Any other documents or other information required to be provided "in writing" or that we otherwise provide to you, or that you sign, submit, or agree to at our request, in connection with your relationship with us.
- b. **Enrollment:** The Credit Union must receive your affirmative consent to send documents to you electronically. You can provide your affirmative consent and enroll in E-Documents Electronic Delivery as part of the online membership application process or you can log in to Digital Banking and tap the E-Documents tab. Once you enroll, the Credit Union will continue to send your Communications electronically until you tell us otherwise, as described further below. If you consent to receive E-Documents, it is your responsibility to check your email for notifications of when your Communications are available to view online. **To receive Communications via postal mail, do not enroll in E-Documents.**
- c. **Delivery Preferences:** You may select or modify your delivery preferences for certain Communication categories that we, at our sole discretion, may make available for any of your Accounts or Services, except for Accounts or Services offered only via online or mobile platforms collectively referred to as Digital Only Account and Services. The physical delivery of Communications is not available for Digital Only Accounts and Services. Even if you select physical delivery for a category of Communications in your delivery preferences, at our discretion, we may send Communications to you through Electronic Delivery in certain circumstances, including during emergencies, time sensitive situations, process disruptions, or other similar events. In such cases, your consent to Electronic Delivery will apply. Additionally, we reserve the right, but assume no obligation, to provide paper copies of any Communication that you have authorized to receive via Electronic Delivery, even if you set your preferences to Electronic Delivery for these Communications.

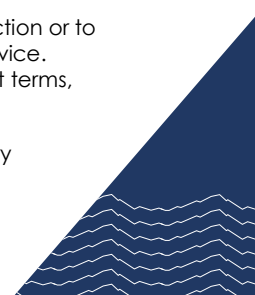
Modifying your delivery preferences does not constitute a withdrawal or modification of your consent to Electronic Delivery. To withdraw your consent of the E-Documents Electronic Delivery service, you must follow the instructions set forth in the *Withdrawing Consent* section of this document. Sometimes you





are required to provide us with written notice by law or under our Agreement with you. You must provide these notices to us on paper unless we tell you how to deliver the notice to us electronically.

- d. **Method of Delivery:** We will provide all electronic Communications by one or more of the methods listed below. When your Communications are ready for viewing, we will notify you at your email address on file as to where you can access your Communications. The Credit Union encourages you to print, download, or otherwise retain all Communications provided to you via Electronic Delivery.
 - i. Via electronic messaging such as email or SMS text or push notifications to your mobile device;
 - ii. Via access to a website, including our mobile websites or websites of third party service providers who we engage to deliver electronic messaging at the time the information is available.
 - iii. Via our mobile applications; or
 - iv. By requesting you to download other specified electronic files, such as HTML or PDF files, containing the Communications.
- e. **Email Address on File:** It is your responsibility to provide and maintain a true and valid email address on file. If you change your email address, please notify us immediately. You can update your email address on file by logging into Digital Banking, by calling 800-388-3000, or by visiting a local branch.
- f. **Service Access:** Our E-Documents Electronic Delivery service is generally available 24 hours a day, 7 days a week. The Credit Union will make every reasonable effort to ensure optimum availability; however, the service may be unavailable from time to time for routine hardware or software maintenance or due to unscheduled down time. The Credit Union is not liable for the unavailability of the system or any damage that may result from system unavailability. We are not responsible for any damage that may occur to your personal device from the use of this service or the data transmitted through the access link.
- g. **Hardware and Software Requirements:** To access, view, print, and/or retain Communications, you must have:
 - i. Access to a computer or mobile device with an operating system capable of receiving, accessing, displaying, and printing or storing your Communications;
 - ii. An active Internet connection;
 - iii. An internet browser such as Chrome, Firefox, Safari, or Edge that supports a minimum of 128-bit encryption;
 - iv. An email account with an Internet service provider and associated email software capable of receiving email notifications;
 - v. Access to Adobe Acrobat Reader software (available at no charge at www.adobe.com) to view your Communications;
 - vi. Sufficient electronic storage to retain your Communications; and
 - vii. A printer capable of printing website pages.
- h. **Withdrawing Consent.** The Credit Union does not require you to enroll for electronic Communications; however, we may assess you certain fees, as described in our Fee Schedule, if you choose to receive paper statements. You may withdraw your consent to receive electronic Communications at any time by calling 800-388-3000, by mailing us at 2645 S Mojave Road, Las Vegas, NV 89121, or by visiting a local branch. Withdrawal of your consent to receive electronic Communications will be effective only after the Credit Union has reasonable time to process your withdrawal.
- i. **Requesting Paper Copies:** Even if you enroll for our E-Documents Electronic Delivery service to receive Communications electronically, you may still obtain a paper copy of any Communication upon request by contacting us at 800-388-3000, by mailing us at 2645 S Mojave Road, Las Vegas, NV 89121, or by visiting a local branch. There may be a fee associated with receiving a paper statement as described in our Fee Schedule.
- j. **Communications in Writing:** We will consider all Communications provided to you in either electronic or paper format as "in writing". If you wish to keep the Communications for your records, you should download and save those Communications or print and store them securely.
- k. **Consent to Use Electronic Records and Signatures:** Any of the following actions constitutes your signature, acceptance, and agreement as if actually signed by you in writing.
 - i. The use of a key pad, mouse, or other device to select an item, button, icon, or similar act/action or to otherwise provide us instructions while participating in our E-Document Electronic Delivery service.
 - ii. Accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions
- l. **Federal Law:** You acknowledge and agree that by enrolling in our E-Documents Electronic Delivery service:





- i. Your consent is provided in connection with a transaction affecting interstate commerce;
 - ii. That it is subject to the federal Electronic Signatures in Global and National Commerce Act (the E-SIGN Act); and
 - iii. That you and the Credit Union both intend that the E-SIGN Act applies to the fullest extent permitted by law.
- m. **Termination/Changes:** We reserve the right, at our sole discretion, to discontinue providing you with electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications.

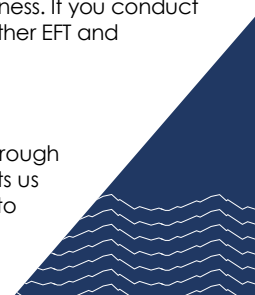
2. Electronic Funds Transfer (EFT) Services

a. **General Service Terms:** EFT services are electronically initiated money transfers involving your Credit Union deposit accounts and include, but are not limited to, ACH, Wire Transfers, Direct Deposit, Electronic Checks, ATM Transfers, Online and Phone Banking Transfers, External Transfers, Bill Payments, and One2Pay transactions.

- i. **Our Liability:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for losses or damages. If we do not complete a transfer to or from your account on time or in the correct amount according to this Agreement, our sole responsibility for an error will be to correct the error. In no case will we be liable for any indirect, special, consequential, or incidental damages. However, there are some exceptions. We will NOT be liable if:
 - (1) Through no fault of our own, you do not have enough money in your account to make the transfer.
 - (2) The transfer would go over the credit limit on your overdraft line.
 - (3) The automated teller machine where you are making the transfer does not have enough cash.
 - (4) The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
 - (5) Circumstances beyond our control, including but not limited to legal process; labor unrest; computer or other equipment failure; interruption of communication facilities; civil unrest or disturbance; emergency conditions; or potential violation of any guideline, rule, or regulation of any government authority prevent the transfer, despite reasonable precautions we have taken.
- ii. **Member Liability:** You are responsible for all transfers you authorize using EFT services under this Section II. If you permit other persons to use an EFT service, card, PIN, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Inform us immediately if you believe anyone has used your account, card, PIN, or access code and accessed your accounts without your authority or if you believe anyone made an EFT without your permission using information from your checks.
 - (1) For debit card, purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your card and you provide us with a written statement regarding your unauthorized debit card claim. Otherwise, the following liability limits may apply. For all other EFT transactions except electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had informed us, you could lose as much as \$500. Additionally, if your statement shows EFT transfers you did not authorize, including those made by debit card, PIN, access code, or other means, inform us at once. If you do not inform us within sixty days after we mail or make the statement available, you may be liable for up to the full amount of the loss if we can prove we could have stopped someone from making the transfers if you had informed us. If a legitimate reason (such as a hospital stay) kept you from informing us, we may, but have no obligation, to extend these timeframes. If you suspect your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call us toll-free at 800-388-3000 or write to One Nevada Credit Union, 2645 S Mojave Rd, Las Vegas, NV 89121.
- iii. **Fees:** EFT service fees are set forth in our Fee Schedule. From time to time, we may charge fees at our sole discretion. We will notify you of any changes as required by law. If you use an ATM not operated by us, the ATM operator or ATM network you use may charge you a surcharge fee. The Credit Union will deduct the ATM surcharge from your account if you elect to complete the transaction. You may not use the card for any illegal or unlawful transactions, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. If you conduct a debit card transaction and you have opted in to Overdraft Protection, or you conduct any other EFT and overdraw your account, you agree to pay an Overdraft fee as set forth in the Fee Schedule.

iv. Right to Receive Documentation

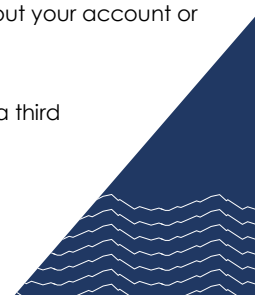
- (1) **Periodic Statements:** The Credit Union will record transfers and withdrawals transacted through any EFT on your periodic statement provided by mail or electronically. Unless law prohibits us from doing so, you will receive or can access a periodic statement. You may request us to





provide your statement electronically. You understand and agree that we consider statements "available" on the date we mail them to you or when we make an electronic statement available for you to access.

- (2) **Digital Banking & Transfer Services:** Transaction history is also available through our Digital Banking services.
 - (3) **Terminal Receipt:** You will get a receipt at the time you make any transaction in excess of \$15 (except inquiries) involving your account using an ATM or POS terminal.
 - (4) **Direct Deposits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. If the only possible transfers to or from your account are pre-authorized deposits, you will get a quarterly statement from us. You may call 877-511-5465 toll free to find out whether we have received your deposit.
- v. **Billing Errors and Error Resolution:** In case of errors or questions about your electronic transfers (excluding Mobile Deposit transactions), call us at 800-388-3000 or write us at the address listed below as soon as you can. If you believe 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 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.
 - (4) If you tell us verbally, we may require that you send us your complaint or questions in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you, and we will correct any error promptly.
 - (5) If we need more time, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or questions. If we decide to do this we will re-credit your account within ten (10) business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation by writing to us:
 - (6) One Nevada Credit Union
2645 S Mojave Rd
Las Vegas, NV 89121
- vi. **Stop Payment Procedures and Notice of Varying Amounts**
- (1) **Right to Stop Payment and Procedure:** If you told us in advance to make regular payments out of your account, you can stop these payments by calling us at 800-388-3000 or writing to us at the address listed above. We must receive your request three (3) or more business days before the scheduled payment date. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to the Fee Schedule for the amount we charge you for each stop payment order.
 - (2) **Notice of Varying Amounts:** If these regular payments vary in amount, your payee will tell you ten (10) days before each payment as to when they will withdraw it and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- vii. **Account Information Disclosure:** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. However, we will disclose information to third parties about your account or your EFTs in the following limited circumstances:
- (1) As necessary to complete transfers;
 - (2) To verify the existence of sufficient funds to cover specific transactions at the request of a third party, such as a credit bureau or merchant;
 - (3) To comply with government agency or court orders; or
 - (4) You give us your express permission.





viii. **Suspension and Termination of Services**

- (1) **Suspension of EFT Access or Service:** If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or if we suspect fraudulent account activity, we may, without prior notice, restrict access to your accounts, suspend your electronic services, or suspend access to your devices. This includes Debit Cards and Digital Banking services. Such restrictions may continue until you cure any breach condition or resolve any fraud condition.
 - (2) **Termination:** You agree that we may terminate this Agreement and your EFT services if you or any authorized user of your EFT services or access code breaches this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your card or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.
- ix. **Amendments:** The Credit Union reserves the right at our sole discretion to change the terms and conditions upon which we offer EFT Services. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

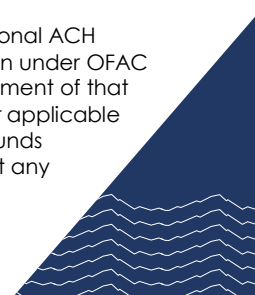
b. **ACH Transfers**

i. **Transfer Types:** You may use ACH services to perform the following transactions:

- (1) Make deposits to your share/savings or share draft/checking account.
- (2) Make loan payments.
- (3) Pay bills directly from your share/savings or share draft/checking accounts in the amounts and on the day you request.
- (4) Authorize a merchant to convert your share draft/check to an electronic fund transfer initiating a debit to your share draft/checking account for the purchase amount.
- (5) Authorize a merchant to debit your share draft/checking account for returned check fees.
- (6) All items or ACH transfers credited to your account are provisional and subject to the Credit Union's receipt of final payment. If we do receive final payment, we reserve the right, at our sole discretion, to charge your account for those items or ACH transfers and to impose a return fee on your account. After we receive final payment, we refer to these deposits as collected items. If the Credit Union incurs any fees to collect any item, the Credit Union may charge such fees to your account. The Credit Union reserves the right, at our sole discretion, to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that we receive returned as unpaid, regardless of whether the amount of the item has been available for your use.

If offered, you may initiate or receive credits or debits to your account via ACH transfer. You agree that if you receive funds by an ACH transfer, the Credit Union is not required to notify you when we receive the funds. Instead, the Credit Union will show the transfer on your periodic statement. For an ACH credit entry, the Credit Union will give you provisional credit for that entry until the Credit Union receives final settlement through a Federal Reserve Bank. If the Credit Union does not receive final settlement, you agree that the Credit Union is entitled to a refund of the provisional amount credited to you in connection with such entry. Further, we shall not deem the party making payment to you (i.e., the originator of the ACH entry), to have paid you the amount of such entry. The Credit Union and other institutions may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. The National Automated Clearing House Association rules govern ACH transactions. Under those rules, the Credit Union is not required to give you next day notice of receipt of an ACH item. However, the Credit Union will continue to notify you of the receipt of ACH payments in your periodic statement. If you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within fifteen (15) days after we mail or make available to you the statement containing that entry.

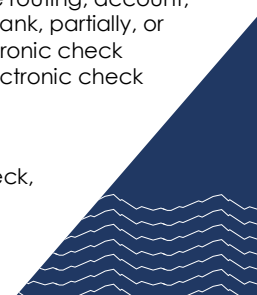
- ii. **International ACH Transactions:** The Credit Union's screening criteria may identify an International ACH Transaction (IAT) entry transmitted to or from any of your accounts for review and examination under OFAC Rules and Regulations. If this occurs, you understand that we may delay or suspend the settlement of that IAT Entry, pending the Credit Union's review of that Entry, and that we may terminate it under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if OFAC Rules require that we terminate the IAT Entry. You agree that any delay described above will be a permissible delay under the regulations applicable to the





availability of funds held in deposit accounts. In case of a delayed or terminated IAT Entry, we will notify you if applicable laws and regulations require it.

- c. **Domestic Wire Transfers:** You may initiate a domestic wire transfer from your account. Our domestic wire transfer cut-off hours coincide with San Francisco Federal Reserve Bank fed wire cut-off times. We may treat wire transfers, cancellations, or amendments received after the applicable cutoff time as having been received on the next Business Day. We will charge your account for any authorized funds transfer amount, including any wire transfer fees, as set forth on the Fee Schedule. The Consumer Financial Protection Bureau's Regulation E governs international wire transfers. We will provide the terms and conditions for international wire transfers at the time of the transfer transaction.
- i. **Security Procedures:** You agree any wire transfer order will be subject to the agreed security procedures including photo identification requirements, signature verification, data/password verification, use of a personal identification number (PIN) verification, and agreed callback procedures. For wire transfer orders processed by facsimile or telephone, we may require a call back password verification. If we are unable to reach you by phone to verify the password security within two business days of your wire request, we may cancel the wire request without notice. You agree if we substantially follow the agreed written security procedures, you shall be liable for payment of the transferred amount and transfer fees, even if you did not actually transmit or authorize the transfer request. If we do not follow the agreed security procedure, but can prove you originated the transfer request, you will still be liable for the transfer amount and transfer fees. You authorize us to record any telephone calls relating to any transfer under this Agreement. We may reject any transfer request or incoming wire transfer that does not conform to the limitations, security procedures, or requirements, and for any other reason, except when law prohibits it.
- ii. **Notice of Errors & Liability:** It is your obligation to examine your statements for any discrepancy concerning any wire transfer. If you fail to notify us of statement or transaction errors as required under this Agreement, we will not be liable for, and you agree to indemnify, defend, and hold us harmless from any damage, liability, loss or expense (including reasonable attorneys' fees and costs) which you could have prevented. You agree to indemnify, defend, and hold the Credit Union harmless from any liability, damages, losses or expenses (including reasonable attorneys' fees), resulting from acts or omissions, by you or any other person acting on your behalf. We will not be liable for acts or omissions by you or any other person, including, without limitation, any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. Further, we are not accountable for delaying or not acting if caused by emergency conditions or other circumstances beyond the Credit Union's control. In no event shall the Credit Union be liable for any consequential, special, punitive, or indirect losses/damages incurred related to this Agreement. This includes any subsequent wrongful dishonor resulting from our acts or omissions. You understand you have no right to cancel or amend any transfer request after the Credit Union receives it. However, the Credit Union shall use reasonable efforts to act on a cancellation or change request so long as we receive it in a reasonable time within which to act. We shall have no liability if the cancellation or change is not affected. You may not initiate any wire transfer to facilitate any transaction related to internet gambling or as otherwise prohibited by law. In the event of a delayed or erroneously executed funds transfer in which you suffer a loss due to the Credit Union's error, our sole obligation is to pay or refund such amounts as may be required by applicable law. If we become obligated under UCC Article 4A to pay interest, you agree the interest rate will be the dividend rate applicable to the account to which the funds transfer was or should have been made. Nevada law, UCC Article 4A, Federal Reserve Regulation J, any Wire Transfer Authorization, and this Agreement govern the origination of Domestic Wire Transfer orders through the Credit Union.
- d. **Direct Deposits:** The Credit Union may offer direct deposit options allowing you to preauthorize deposits (e.g., payroll checks, Social Security Administration or retirement checks, or other government funds) or transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization method. Upon a bankruptcy filing, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree you will be liable for all losses and the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- e. **Electronic Check Transactions**
 - i. **Electronic Checks:** If you authorize a merchant to debit your account electronically using the routing, account, and serial numbers of your check to initiate the transfer, regardless of whether the check is blank, partially, or fully completed and signed, such authorization is an "electronic check conversion". An electronic check conversion is an EFT subject to the terms of this Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
 - ii. **Electronic Re-presented Checks:** If you write a check on your account that we return unpaid because of insufficient or uncollected funds, the payee, or any subsequent holder of the check, may re-present the check to us through an electronic instruction ("electronic re-presented





check") to charge your account for its amount. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if we received the original paper check. Any collection fee you authorize the merchant to debit from your account is an electronic service subject to the terms of this Agreement. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment of electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop-payment order, or if the item is otherwise ineligible for collection.

f. **ATM Card Transactions**

i. **ATM Transactions:** You may use your One Nevada Debit Card and PIN at Credit Union ATMs and other machines we may designate. You may use your card to make the following account transactions:

- (1) Withdraw cash from your savings or checking accounts.
- (2) Transfer funds between your savings or checking accounts.
- (3) Make account balance inquiries.
- (4) Make loan payments from savings or checking accounts.
- (5) Make deposits to your savings or checking accounts

(6) Some of these services may not be available at all terminals. We may place holds on deposits. Look in Digital Banking or call us at 800-388-3000 to determine your authorized limits.

ii. **Limits:** You may make an unlimited number of withdrawals at Credit Union ATMs and nonproprietary ATMs. However, we may charge a fee as set forth in the Fee Schedule. If you have sufficient account funds, you may withdraw up to your daily limit at any authorized ATM, subject to limits placed by each individual ATM. You may transfer between your savings or checking accounts up to the Available Balance in your accounts at the time of the transfer at available locations.

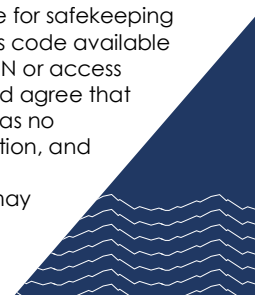
iii. **Unauthorized ATM Transfers:** Tell us AT ONCE if you believe your ATM card and/or PIN have been lost or stolen. You can call us at 800-388-3000 or write us at 2645 S Mojave Rd, Las Vegas, NV 89121. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM card without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM card and/or PIN and we can prove we could have stopped someone from using your ATM card and/or PIN without your permission if you had told us, you could lose as much as \$500. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after we made the statement available, you may not get back any money you lost after the 60 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 timeframe.

iv. **Notice of ATM Facility User Precaution:** As with all financial transactions, please exercise discretion when using an ATM. For your own safety, please review the following suggestions:

- (1) Prepare for your transactions at home to minimize your time at the ATM.
- (2) Mark each transaction in your account record, but not while at the ATM. Always take your ATM receipts. Do not leave them at the ATM because they may contain important account information.
- (3) Compare your records with the account statements you receive.
- (4) Do not lend your ATM card to anyone. *Note: If you give your card or PIN to another person, you are authorizing that person to use your card and any transactions made by them are considered authorized.*
- (5) Do not leave your card or any documents at the ATM.
- (6) Protect the secrecy of your Personal Identification Number (PIN). Do not share your PIN with anyone or keep it where someone else can discover it. For example, do not keep your PIN in your wallet or purse or write it on your ATM card.
- (7) Prevent others from seeing you enter your PIN by using your body to shield their view.
- (8) If your ATM card is lost or stolen, promptly notify us.
- (9) When using an ATM, please be aware of your surroundings and look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) has adequate lighting.
- (10) Consider having someone accompany you when you use the facility after sunset. If you observe any problem, go to another ATM.
- (11) Do not accept assistance from anyone you do not know when using an ATM.



- (12) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card, and leave. You might consider using another ATM or coming back later.
 - (13) Do not display your cash. Pocket it as soon as the ATM transaction is complete and count the cash later when you are in the safety of your own car, home, or other secure surroundings.
 - (14) At a drive-up facility, lock all car doors and ensure all of the windows are up, except for the driver's window. Keep the engine running and remain alert to your surroundings.
 - (15) We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.
- g. **Debit Card Services:** You may use your Debit Card to buy goods and services at any participating merchants who honor it, including at POS terminals within the networks or such other POS terminals as the Credit Union may designate. The Credit Union will deduct funds to cover your card purchases from your checking account. If your Available Balance is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to our Overdraft Protection service. You may make unlimited POS debit card purchase transactions during a statement period. The Credit Union reserves the right, at our sole discretion, to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction or may refuse to honor any transaction for which you do not have sufficient available funds.
- i. **Debit Card Transfer Types and Limitations:** Your Debit Card is an access device that you may use at any merchant location where Visa cards are accepted. You may purchase goods in person, pay for services in person, and get cash from a merchant, if the merchant permits, or from a participating financial institution. You may also use the card, along with your PIN, to make ATM transactions up to the authorized limit. You may conduct point-of-sale and off-line debit transactions up to the authorized limit.
 - ii. **Unauthorized Transfers:** Tell us AT ONCE if you believe your Debit Card and/or PIN have been lost, stolen, or compromised. 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 notify us within two (2) business days, you can lose no more than \$50 if someone used your Debit Card and/or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Debit Card and/or PIN, and we can prove we could have stopped someone from using your Debit Card and/or PIN without your permission if you had told us, you can lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after we make your statement available to you, you may not get back any money you lost after the 60 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 timeframe. If you believe your Debit Card and/or PIN number has been lost, stolen, or that someone has transferred or may transfer money from your account without your permission, call us 800-388-3000 or write us at 2645 S. Mojave Rd, Las Vegas, NV, 89121. Your card is subject to Visa U.S.A. rules prohibiting the use of your card for any illegal transactions, such as unlawful gambling. Such use may curtail your ability to receive reimbursement for questioned items in such transactions and/or subject your account to cancellation.
 - iii. **Conditions of Account and Debit Card Use:** Your Debit Card use and account are subject to the following conditions:
 - (1) **Card Ownership:** Any card or other device we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent or any person who is authorized to honor the card) immediately according to instructions. The Credit Union may repossess the card at any time and at our sole discretion, without demand or notice. You cannot transfer your card or account to another person. Y
 - (2) **Honoring the Card:** Neither we, nor merchants authorized to honor your Debit Card, will be responsible for the failure or refusal to honor it or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of cash.
 - (3) **PIN or Access Code:** The PIN or access code you select is for your security purposes. The PIN or access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN or access code. You agree not to disclose or otherwise make your PIN or access code available to anyone not authorized to sign on your accounts. You agree that if you provide your PIN or access code to a joint owner on your deposit account or to another person, you understand and agree that you have authorized that person to have full access to your account. The Credit Union has no responsibility to inquire about the person's authority or permission to access your information, and we will not be liable for providing any account information access to such person. If you authorize anyone to have or use your PIN or access code, you understand that person may





use Digital Banking services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN or access code, and you agree that the use of your PIN or access code will have the same effect as your signature for authorizing transactions. If you authorize anyone to use your PIN or access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union that transactions and access by that person are no longer authorized and your PIN or access code is changed. If you fail to maintain or change the security of your PIN or access code and the Credit Union suffers a loss, we may terminate your EFT and account services immediately.

- (4) **Foreign Transactions:** The Credit Union will bill purchases and cash advances made in or with merchants located in foreign countries to you in U.S. dollars. The currency conversion rate for international transactions, as established by Visa International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. If there is a currency conversion, we will charge you a foreign transaction fee as provided in the Fee Schedule for transactions made in or with merchants located in foreign countries.
- (5) **Illegal Internet Gambling:** You agree that all transactions you initiate using your Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. You may only use your Debit Card for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions for all Credit Union Debit Cards.
- (6) **Non-Debit Card Network Checking Transactions Processing:** We have enabled non-Visa debit transaction processing. This means you may use your Debit Card on a non-Visa, PIN-debit network without a PIN. The STAR Network is the non-Visa debit network(s) for which we have enabled such transactions. Examples of the actions you may be required to take to initiate a Visa transaction on your Debit Card include signing a receipt, providing a card number over the phone or via the Internet, and/or swiping the card through a POS terminal. Examples of actions required to initiate a transaction on a PIN-debit network include:
 - (a) Initiating a payment directly with the Payee (possibly via telephone, Internet, or kiosk location);
 - (b) Responding to a logo displayed at a payment site and choosing to make direct payment through that network; and
 - (c) Having your identity verified using known information derived from an existing relationship with you instead of through PIN use.
 - (d) The provisions of your agreement with us relate only to Visa transactions and are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-debit network. Therefore, the liability rules for other EFTs in the Member Liability section will apply. Visa rules generally define PIN-debit networks as non-Visa debit networks that typically authenticate transactions by using a PIN, but are not typically known for having cards present.
- (7) **Notice of Debit Card User Precautions:** As with all financial transactions, please exercise discretion when using your Debit Card. Transactions made using your Debit Card are like using cash.
 - (a) Sign your card immediately when you receive it.
 - (b) Do not lend your Debit Card to anyone. Note: If you give your Debit Card or PIN to another person, you are authorizing that person to use your card and any transactions made by them are considered authorized.
 - (c) Protect the secrecy of your PIN. Do not tell or give anyone your PIN. Do not write your PIN where others can discover it. For example, do not keep a note of your PIN in your wallet or purse or write it on the Debit Card.
 - (d) Compare your records with the account statements you receive.
 - (e) Always save your receipts. Do not leave them at the ATM, point-of-sale terminal, or with the merchant.
 - (f) Prevent others from seeing you enter your PIN by using your body to shield their view.
 - (g) Do not give your account number over the phone if the call is unsolicited.
 - (h) If you lose your Debit Card or someone steals it, notify us promptly to limit losses.
 - (i) Your card is subject to Visa U.S.A. rules prohibiting the use of your card for any illegal transactions, such as unlawful gambling. Such use may curtail your ability to receive reimbursement for questioned items in such transactions and/or subject your account to cancellation.

- h. **Phone Banking Services:** If we approve you for Phone Banking service, either we will assign you, or you will select, a PIN. Your Phone Banking PIN is different from your Debit Card PIN. You can access Phone





Banking by calling 702-457-5465 or toll free at 877-511-5465. Phone Banking is accessible seven (7) days a week, twenty-four (24) hours a day. There may be times you are unable to process transactions if our system is offline. You may make unlimited Phone Banking transactions in any, one (1) day; however, there may be certain transfer limitations on savings or checking accounts as noted in the Truth-in-Savings Disclosure. The Credit Union reserves the right, at our sole discretion, to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. Account balance and transaction history information may not show all activity involving your accounts. You may use Phone Banking to:

- i. Transfer funds between your checking, savings, or loan accounts.
 - ii. Obtain balances for any of your accounts.
 - iii. Review account balance and transaction history for any of your deposit accounts.
- i. **Digital Banking Services:** Digital Banking services include Online and Mobile App banking from any Internet-based device including personal computers, tablets, and mobile devices. If we approve you for Digital Banking services, we will assign you, or you will select, a Personal Identification Number (PIN). You can enroll for Digital Banking services either during or after the account opening process via onenevada.org or through our Mobile App. To enroll, you must use your account number, PIN, and other personally identifiable information to enroll. Once you initially enroll, you will set up a unique user ID and password for future access.
- i. You can access Digital Banking seven (7) days a week, twenty-four (24) hours a day via the Internet, subject to maintenance or other causes. There may be times you are unable to process transactions if our system is offline. You may make unlimited Digital Banking transactions in any, one (1) day; however, there are certain limitations on transfers from savings or checking accounts. The Credit Union reserves the right at our sole discretion to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. Account balance and transaction history information may not show all activity involving your accounts. From time to time, we may add or remove Digital Banking services. When available, you may use Digital Banking to:
 - ii. Transfer funds between your checking, savings, or loan accounts.
 - iii. Transfer funds to other members' accounts once set up.
 - iv. Obtain your account balances.
 - v. Communicate with the Credit Union using Digital Banking messaging.
 - vi. Establish and pay bills.
 - vii. Transfer funds to and from an external checking or savings account as a bank-to-bank transfer.
 - viii. Review account balance, transaction history, current rate, and tax information for any of your deposit accounts.
 - ix. Make person-to-person payments.
 - x. Make mobile deposits.
 - xi. Manage how and where you can use you debit and/or credit cards.
 - xii. Manage contact information, password, and other login credentials.
 - xiii. Choose your preferred delivery for statements and account notices.

If the account access to any Digital Banking service is conducted by or for a business member, or if the services are used for business purposes, the Credit Union will consider the service and account a business under this Agreement.

- i. **Service Access:** Digital Banking services are personal financial information management services allowing you to access account information and make transactions, as set forth above, using compatible and supported Internet accessible devices. We reserve the right at our sole discretion to modify the scope of Digital Banking services at any time. Further, we reserve the right at our sole discretion to refuse to make any transaction requested through Digital Banking services. You agree and understand that Digital Banking services may not be accessible or may have limited utility over some wireless services providers.
- ii. **Service Use:** By engaging in their use, you accept all responsibility for ensuring you understand how to use Digital Banking services properly. You agree to use Digital Banking services in accordance with the instructions posted on our site, and you accept all responsibility for using your personal, Internet-accessible devices and software applications properly. In the event we change or upgrade Digital Banking services, you are fully responsible for understanding how to use our services as they are changed or upgraded. We will not be liable for any losses caused by your failure to utilize your Internet-accessible devices or Digital Banking services properly.
- iii. **Account Information from Third-Party Sites:** Digital Banking service users authorize the Credit Union to retrieve financial information from third parties by providing the required login credentials. We access this account information by using one or more online services. One Nevada does not review account information sent from other financial institutions for accuracy and takes no responsibility





for the accuracy of such information. If there are any discrepancies, you agree to contact your other financial institution(s) directly. One Nevada is not responsible for the products and services offered by or on third-party sites. The Credit Union cannot foresee or anticipate technical or other difficulties associated with third-party sites. There, we cannot assume any responsibility for the timeliness, accuracy, deletion, or interruption in service from such sites. Information may be more up to date when obtained directly from the relevant site.

- iv. **Relationship to Other Agreements:** You agree that Digital Banking service usage remains subject to the terms and conditions of all your existing agreements with us, including this Membership Agreement. Bill Pay transactions conducted via Digital Banking services are also subject to the terms of the Bill Pay section described herein and as provided to you upon Bill Pay qualification and enrollment. All Mobile Deposit Capture services used with your Internet-accessible devices are subject to the Mobile Deposit Capture service terms outlined in this Agreement. You agree that Digital Banking service use constitutes your agreement to remain subject to the terms and conditions of all your existing agreements with the Credit Union or any service providers of yours, including wireless service providers, such as AT & T, Verizon, and Sprint. You understand those agreements may have fees, limitations and restrictions, which may affect your Digital Banking services use. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of, or interaction with, Digital Banking, including while downloading the software, receiving or sending mobile banking text messages, or other use of your mobile device when employing software features or other products and services provided by Digital Banking services. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly without involving us.
- v. **Software License:** The Credit Union hereby grants you a personal, limited, nontransferable, non-exclusive, non-sub-licensable, and non-assignable license to download, install, and use the credit union's Digital Banking software applications on your Internet-accessible devices operating within the United States and its territories. In the event that you obtain new or different devices, you must download and install the software application pertaining to that new or different device. We shall deem this license revoked immediately upon any of the conditions described below. If we revoke this license for any of the foregoing reasons, you agree to delete the software application from your device promptly.
 - (1) Your termination of Digital Banking services in accordance with this Agreement;
 - (2) Your deletion of the software application from your mobile device; or
 - (3) Written notice to you at any time, with or without cause.
- vi. **Your Obligations:** When you use Digital Banking services to access accounts you designate during the registration process, you agree to the following requirements:
 - (1) **Account Ownership/Accurate Information:** You represent that you are the legal owner of the accounts and other financial information, which you access via Digital Banking services. You represent and agree that all information you provide to us in connection with using Digital Banking services is accurate, current, and complete, and that you have the right to provide such information to us to use Digital Banking services. You agree to represent your identity or your account information accurately. You agree to keep your account information up to date and accurate.
 - (2) **User Conduct:** You agree not to use Digital Banking services, or the content or information delivered through these services, in any way that would:
 - (a) Infringe on any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software application.
 - (b) Be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to the use of Digital Banking to impersonate another person or entity;
 - (c) Violate any law, statute, ordinance or regulation including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising;
 - (d) Be false, misleading, or inaccurate;
 - (e) Create liability for us, our affiliates, or our service providers, or cause us to lose, in whole or in part, the services of any of our service providers;
 - (f) Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
 - (g) Potentially be perceived as illegal, offensive, or objectionable;
 - (h) Interfere with or disrupt computer networks connected to Digital Banking;
 - (i) Interfere with or disrupt the use of Digital Banking by any other user; or
 - (j) Use Digital Banking in such a manner as to gain, or attempt to gain, unauthorized entry/access to others' computer systems.

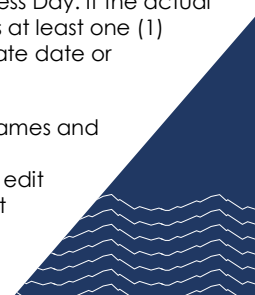


- vii. **Digital Banking Service Limitations:** Neither we, nor any of our service providers, assume any responsibility for the timeliness, deletion, misdirected delivery, or failure to store any user data, communications, or personalization settings in connection with your use of Digital Banking services. Neither we, nor any of our service providers, assume any responsibility for the operation, security, functionality, or availability of any device or network with which you utilize Digital Banking services. You agree to exercise caution when you use Digital Banking services on your devices, and you agree to use good judgment and discretion when obtaining or transmitting information. Financial information shown via Digital Banking services reflects the most recent account information available through these services and may not be current. You agree that neither we, nor our service providers, will be liable for any delays in the content or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.
- viii. **Alerts Service:** Account alerts are available as part of the Credit Union's Digital Banking services. With the Alerts service, you can ask us to send you automated account emails or text messages. Each Alert becomes effective after you set up and activate it in the Alerts menu. You can manage the Alert types and you can suspend, stop, or edit any Alert at any time. At our sole discretion, we reserve the right to change the types of Alerts available or to terminate Alerts service at any time. You must be aware that the Credit Union does not encrypt Alerts so anyone with access to your email or text messages may be able to view your Alerts and their contents. Depending upon which Alerts you select, messages may include information such as your account balance, payment due date, or other account-related information. Alerts delivery may be subject to time lags and/or delays. The Credit Union does not guarantee the delivery, timeliness, or accuracy of any alert whether within or outside the Credit Union's control. In requesting Alerts, you agree that we will not be liable for any of the conditions noted below. We send Alerts to the email address or phone number you specify. If you change your email address or phone number, you are responsible for informing us of the change and editing your Alerts.
 - (1) Any delays, delivery failures, or misdirected Alert deliveries;
 - (2) Any errors in Alert contents; or
 - (3) Any actions you or anyone else may take or not take in reliance on an Alert.
- j. **External Funds Transfers:** The Credit Union's External Funds Transfer service enables you to transfer funds from accounts you maintain with other financial institutions to your One Nevada account(s), including ACH transfers to any loan or deposit account.
 - i. **Service Access and Use:** Access is restricted to those persons who have a valid Credit Union Digital Banking user ID and password and who have accepted these terms and conditions. You are responsible for all transfers you authorize using the service. If you provide your login information and permit other persons or other entities to use the service, you are responsible for any transaction(s) they initiate on your accounts. You should notify us immediately if you believe anyone has access to any of your accounts or if anyone comprised or used your login information without your permission. A valid email address is required for use. It is your responsibility to ensure we have a valid email address at all times. You can update your email address online or by stopping by a branch. You can use email to contact us about inquiries, maintenance, and/or problem resolution issues. You consent to the receipt of email or automated text messages from the Credit Union or its agent regarding the transfers.
 - ii. **Payment Networks:** External Transfers service instructions and the transmission and the issuance of data related to such transfer instructions shall be received pursuant to the terms of this Agreement, the rules of the National Automated Clearing House Association (NACHA) and the ACH Networks, as well as any Payment Network(s) utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). You agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any account credit shall be provisional until we, or the third party institution which holds the account, have finally settled such credit. The Credit Union often uses the ACH Network to execute External Transfers transactions; however, we may use other Payment Networks to execute and transmit transfers.
 - iii. **Transfer Authorization and Processing:** You represent and warrant that you are a legal owner of the external transaction account and the One Nevada account, and that you have all necessary legal right, power, and authority to transfer funds from the external transaction account to your One Nevada account. Further, you represent and warrant that the transaction account is located in the United States. When we receive a transfer instruction from you, you authorize us to debit your transaction account and remit funds on your behalf to the One Nevada account designated by you and to credit one of your accounts. You also authorize us to reverse a transfer from your One Nevada account if the debit is returned from the transaction account for any reason, including but not limited to, non-sufficient funds.
 - iv. **Initiation of Transfers:** You may initiate these transfers by use of a personal computer, tablet, or mobile device. To enable External Transfers Service transactions fully, please log in to Digital Banking and follow the on-screen steps.





- v. **Transfer Methods and Amounts:** At our sole discretion, we may impose limits on the amount of money you can transfer through this service. We also reserve the right, at our sole discretion, to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the One Nevada account is closed or otherwise unavailable to us.
- vi. **Transfer Fees:** We may charge, and you agree to pay, a Transfer Fee for any funds transferred by debit card under the service, as set forth on the Fee Schedule.
- vii. **Transfer Cancellation Requests and Refused Transfers:** You may cancel a transfer at any time until it begins processing. To the extent permitted by law, we will make reasonable attempts to return any unclaimed, refunded, prohibited, or denied transfer to your transaction account. If this is unsuccessful (for example, the transaction account has been closed), we will make reasonable attempts to mail you a paper check. If after ninety (90) days, (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop funds transfer on it and transfer these funds to an unclaimed funds account. We will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.
- viii. **Failed or Returned Transfers:** By using the service, you are requesting us to make transfers for you from your transaction account. If we are unable to complete the transfer for any reason associated with your transaction account (for example, there are insufficient funds in your account to cover the transaction), the transfer may not be completed. In each case, you agree that:
 - (1) You will reimburse us immediately upon demand the transfer amount that has been returned to us.
 - (2) For any amount not reimbursed to us within fifteen (15) days of the initial notification, we may assess a fee if the transfer is returned because you have insufficient funds in your transaction account to cover the requested transfer, or if we cannot otherwise collect the funds from you.
 - (3) The fee amount(s) will be as set forth in the Fee Schedule or your account Agreement with us. You hereby authorize us to deduct these amount(s) from your designated transaction account by ACH debit.
 - (4) You will reimburse us for any fees or costs we, or they, incur in attempting to collect the amount of the return from you.
 - (5) We may report the facts concerning the return to any credit-reporting agency.
- ix. **Refused Transfers:** We reserve the right, at our sole discretion, to refuse any transfer to a Credit Union account.
- x. **Returned Transfers:** By using this service, you understand we may return transfers for various reasons, including, but not limited to, an invalid account number. We will use reasonable efforts to research and correct the transfer to the intended Credit Union account, or we will void the transfer and credit your transaction account. You may receive notification from us.
- xi. **Your Responsibilities for Accurate Information:** We may not fulfill your service enrollment if we cannot verify your identity or other necessary information. By enrolling, you agree that we reserve the right, at our sole discretion, to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to enter accurate information and to inform us as soon as possible when you become aware of inaccurate information. We will make a reasonable effort to stop or recover a transfer made to the wrong Credit Union account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for losses or damages resulting from incorrect information you entered.
- k. **Bill Pay Services:** Upon our approval, you may use Bill Pay services. The Credit Union will make its best effort to ensure the Bill Pay service is accessible seven (7) days a week. You will need a personal computer, tablet, or mobile device with Internet access and an appropriate web browser. The online address for the Bill Pay service is <https://onenevada.org>. You are responsible for the installation, maintenance, and operation of your personal device and modem. The Credit Union will not be responsible or liable for any errors.
 - i. **Payment Scheduling:** The Bill Pay service will designate the Scheduled Payment Date for each Payee within the application when you are scheduling the payment, which may be up to ten (10) business days. The service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.
 - ii. **Payment Authorization and Payment Remittance:** By providing the Credit Union with Payee names and account information, you authorize the Credit Union to follow the Payment Instructions that it receives. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Payee directives. When the Credit



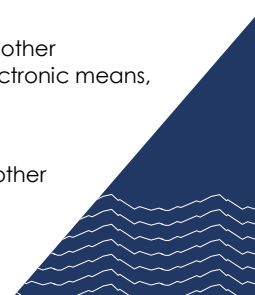


Union receives a Payment Instruction, you authorize the Credit Union to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Credit Union to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service. The Credit Union will use its reasonable efforts to make all your payments properly. However, the Credit Union shall incur no liability if the Credit Union is unable to complete any payments initiated by you for any reason.

- iii. **Payment Methods:** The Credit Union reserves the right in its sole discretion to select the method in which to remit funds through the Service on your behalf to your Payee.
- iv. **Payment Cancellation Requests:** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once the Credit Union has begun processing a payment, you cannot cancel or edit it. Therefore, you must submit a stop payment request.
- v. **Stop Payment Requests:** The Credit Union's ability to process a stop payment request depends on the payment method and if the check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after we have processed a payment. If you desire to stop any payment that we have already processed, you may call 800-823-7555 or 866-873-9580. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request is as shown on our Fee Schedule.
- vi. **Prohibited Payments:** The Service prohibits payments to Payees outside of the United States or its territories, and it is unlawful to use this system to transfer money to any person or organization listed on the OFAC Specially Designated Nationals list.
- vii. **Exception Payments:** You may schedule tax and court ordered payments through the Service; however, we discourage such payments and you schedule them at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from you scheduling these types of payments through the Service. The Service Guarantee as it applies to any late payment related charges is void when you schedule and/or the Service processes these types of payments. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any mis-applied, mis-posted, or mis-directed payments will be your sole responsibility, not the Credit Union.

I. **One 2Pay™ Person-to-Person Transfers**

- i. **Terms and Conditions of Use:** The One 2Pay service, powered by Acculynk, allows you to send funds directly to another person. By accepting this Agreement or using the One 2Pay service as either a Sender or Recipient, you accept the One 2Pay terms and conditions described below and any amendments.
- ii. **Electronic Transactions:** You agree to conduct One 2Pay transfers by electronic means, and you acknowledge that all documents, disclosures, forms, and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use the One 2Pay Service and submit information to the Credit Union, you agree to the electronic access, receipt, and acceptance of documents, disclosures, and forms. You may not use the One 2Pay Service unless you agree to receive documents by electronic means. You further agree that all transactions completed through the One 2Pay Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online, and you acknowledge that you meet the hardware and software requirements to access the One 2Pay Service.
- iii. **Electronic Signatures:** By checking the "I accept the terms of service" box within the One 2Pay Service, you are electronically signing and agreeing with the terms and conditions described herein, You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature for transactions you perform. You acknowledge that these electronic signatures will legally bind you just as if you had physically signed the same documents with a pen.
- iv. **Electronic Disclosures:** You agree to receive all legal and regulatory notices, disclosures, and other communications associated with your registration or use of the One 2Pay service through electronic means, including web-based electronic interface, mobile phone interface, or email.
- v. **Availability of Printed Copies:** We recommend that you print and retain copies of any of the agreements, disclosures, or other related documents from your computer, mobile phone, or other





access device associated with the One 2Pay service. There is no charge for you to download and print these documents.

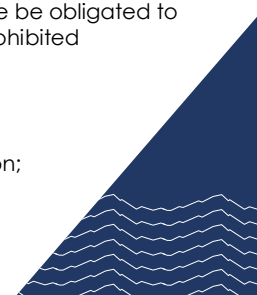
- vi. **Contact Information:** To use the One 2Pay service, you must provide your current email address so that we can send you important information related to your One 2Pay service.
- vii. **Fees:** The fee for each One 2Pay transfer, if applicable, will be disclosed on the 'Send Money' page with your transaction information and on our Fee Schedule.
- viii. **Service Access:** The One 2Pay service enables you to initiate a payment transaction from your account to an account of a depositor at another financial institution or to receive a payment transaction from another person. You consent to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the transfers and represent to us that you have obtained the consent of the Recipients of your intended transfers to the receipt of such emails or automated text messages.
- ix. **Payment Networks:** Transfer instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the ACH Network, as well as any Payment Network, or networks utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). You and we agree to be bound by such Rules, as in effect from time to time. In accordance with such Rules, any credit to an account shall be provisional until we or the third party institution, which holds the account, have finally settled such credit. Although the ACH Network is often used to execute One 2Pay payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions.
- x. **Initiation of Payment Transactions:** As a debit cardholder, you may send one-time, person-to-person transfers to Credit Union members or a depositor of another financial institution using the One 2Pay service. Notice is given to the Recipient by the Sender providing the Recipient's email address or text-enabled mobile phone number. You may initiate these transfers by use of a computer or a mobile device and providing transaction and Recipient information. Payment transactions initiated to Recipients are processed in two steps:
 - (1) You must enter your debit card number and email address.
 - (2) You must provide contact information about the Recipient, including an email address or mobile telephone number. The One 2Pay Service may contact the Recipient and request that the Recipient provide Eligible Transaction Account information in order to complete the payment transaction. You understand and agree that when you initiate a payment transaction from an Eligible Transaction Account using the One 2Pay service, processing of the payment transaction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. The timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the transaction. The posting of the transaction is dependent on the business days of that institution.
- xi. **Payment Authorization and Payment Remittance:** By providing us with names, telephone numbers, and email addresses of Recipients to whom you wish to direct payments, you authorize us to follow your Payment Instructions that we receive through the One 2Pay service and to process the transaction as a debit card transaction. When we receive a Payment Instruction from you, we will debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to, those payments returned to us from Recipients to whom you sent payment(s) or cancelled and returned to you because we could not complete the processing of the payment transaction. We shall transmit the transfer of funds to Recipient as a debit card or ACH transaction. The Recipient must accept the Transfer by text, email, or use of the online site available for registered users within 10 days, or we will cancel or reverse the Transfer. During this period, we will remove the Transfer amount and the fee, if applicable, from your Account. Once the Recipient has successfully accepted the Transfer, we will send funds to the Recipient's financial institution for deposit to the Recipient's account. We will immediately debit Transfers from your Account and deliver it to the Recipient's financial institution, once claimed. The Credit Union is not responsible for any failure of another financial institution to credit its customer's account timely.
- xii. **Sender & Recipient Information:** You acknowledge and agree that you will complete payment Transfers using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will only help you identify your intended Recipient in the drop down menu and your transaction history, but it will not be used to process payments. You agree that, as the Sender, you are authorized to withdraw or, as a Recipient, you are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you provide.
 - (1) You authorize us, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take





steps to confirm ownership of your email address or financial instruments, or by ordering a credit report and verifying your information against third party databases or through other sources.

- (2) It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information or payment instructions. This includes but is not limited to the Payment Instructions, name, telephone number, and/or email address that the Sender enters for the Recipient to whom you are sending the payment transaction), and for informing us as soon as possible if you become aware that this information is inaccurate. You must accurately enter the Recipient's email address or mobile phone number because we will not excuse your obligation to pay for the Transfer due to an error in the information you enter. The Recipient must accurately enter the Recipient's account or debit card information or they will not receive the transferred funds.
- xiii. **Limitations on Transfers:** The Credit Union may establish a limit on the number of Transfers, on the maximum amount of a transfer, and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers a day. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity. You may transfer funds from the account from which we authorize the debit card for use. Such transfers may overdraw your account, result in a transfer from another account to cover the overdraft, or use your Overdraft Protection limit, if any. In any of these situations, we will charge an overdraft or transfer fee, as applicable. We may deny you service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.
 - xiv. **Receiving Payments:** If another person wants to use One 2Pay to send a payment transaction to the Eligible Transaction Account you hold with us, he or she can do that using an Eligible Transaction Account at a financial institution that participates in the One 2Pay service or at the One 2Pay website. You understand and agree that there may be a delay between the time we notify you of the pending payment transaction and the deposit of the payment funds into your Eligible Transaction Account. Further, we may require you to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution that holds the Sender's Eligible Transaction Account, and the One 2Pay website to send you emails and/or text messages to your mobile phone in connection with the Sender's initiation of payment transactions to you as a Recipient.
 - xv. **Stopping Payments:** If you request, we will make a reasonable effort to stop or recover a payment transaction made to the wrong person or entity once informed; however, we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient. We will use reasonable efforts to complete all your payment transactions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - (1) If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the payment transaction or the payment transaction would exceed the limit of your overdraft account.
 - (2) The One 2Pay™ Service is not working properly and you know or we have advised you about the malfunction before you execute the payment transaction.
 - (3) The payment is refused.
 - (4) You have not provided us with the correct information, including, but not limited to, the correct Payment Instructions, Eligible Transaction Account information, the correct name and address, or mobile phone number of the Recipient to whom you are initiating a payment transaction.
 - (5) Circumstances beyond our control such as, but not limited to, fire, flood, network or system down time issues with the financial institution, or interference from an outside force prevent the proper execution of the payment transaction and we have taken reasonable precautions to avoid those circumstances.
 - xvi. **Service Providers:** We offer the One 2Pay service through one or more service providers with whom we have contracted some or all of the service on our behalf. You agree that we have the right under this Agreement to delegate to our service providers certain rights and performance obligations that we have under this Agreement, and that our service providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.
 - xvii. **Prohibited Payments:** The One 2Pay service prohibits certain types of payments and we have the right, but not the obligation to monitor, block, and/or reverse the following payment types. In no event shall we be obligated to research, resolve, or be liable for any claims or damages resulting from your scheduling of prohibited payments.
 - (1) Payments to or from persons or entities located in prohibited territories;
 - (2) Payments that violate any law;
 - (3) Payments for donations or payments to an unauthorized charity or non-profit organization;
 - (4) Payments that violate any terms in this Agreement; and





- (5) Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.
- xviii. **Liability:** As a Recipient user of the One 2Pay service, you understand and agree that use of the service does not make you an account holder with the Credit Union, and the Credit Union will not be responsible for or liable to you for the failure to complete a transaction for any reason. As a Sender user of the One 2Pay Service, you have certain rights and liability protections as set forth in the One 2Pay Service Disclosures provided to you at the time of your registration.
- xix. **Security of Your Account:** You agree not to disclose or otherwise make your account available to anyone not authorized to sign on your account. If you authorize anyone to have or use your account, you understand that person may use the One2Pay service to review all of your One2Pay transaction information and make account transactions. You are responsible for all bill payments, transfers, or other transactions you authorize using this service. If you permit other persons to use your mobile device or other means to access the One 2Pay service, you are responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received. For anyone you authorize to use your account in any manner, we will consider that authority unlimited in amount and manner. If you fail to maintain or change the security of your account, you may be liable for any direct loss the Credit Union may suffer. We also reserve the right to terminate your electronic funds transfer and account services immediately.
- xx. **Joint Accounts:** If any account that you register under the One 2Pay service is a joint account, you represent that your joint account holder has authorization to use that account with any One 2Pay service.
- xxi. **Authorized Transactions:** You are solely responsible for all transfers you authorize using the One 2Pay service under this Agreement. If you permit other persons to use the One 2Pay service, PIN, access code, or password, you are responsible for any transactions they authorize or conduct on any of your accounts. You are responsible for safeguarding your business, financial data, personal data, passwords, and other information to prevent unauthorized access to or use of your accounts or services.
- xxii. **Illegal Use or Internet Gambling:** You may not use the One 2Pay service for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate using the One 2Pay service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. You may conduct electronic funds transfers only for legal transactions. We have restricted all online gambling transactions by use of an electronic funds transfer service.
- xxiii. **Fees and Charges:** There may be a fee per transfer made using the One 2Pay service, as stated in our Fee Schedule. You authorize us to charge your account automatically for all such fees incurred under this Agreement. In the future, we may add to or enhance the One 2Pay service features and, by using such added or enhanced features, you agree to pay any applicable fees. Your normal account charges will continue to apply as set forth in the Fee Schedule. In addition, your mobile carrier may charge you for text messaging. Please check your provider's mobile service agreement for details on applicable fees.
- xxiv. **Termination of One 2Pay Services:** You agree that we may terminate this Agreement and your use of our One 2Pay service if you, or any authorized user of your account breaches this or any other agreement with us or if we have reason to believe that there has been an unauthorized use of your account. You or any other party to your account can terminate your One 2Pay registration by notifying us. Termination of your registration will result in the restriction of all Digital Banking applications. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.
- xxv. **Amendment and Notices:** The Credit Union reserves the right to change the terms and conditions upon which we offer this service. The Credit Union will provide you with advance notice before the effective date of any change, as required by law.

3. Other Electronic Services

- a. **Mobile Deposit Capture Service:** The following terms and conditions govern the use of our Mobile Deposit Capture service. In case of any conflict between this Agreement and other Credit Union agreements, specific provisions regarding Mobile Deposit Capture Services in this Agreement control over general provisions.
- i. **Services:** The Credit Union's Mobile Deposit Capture service allows you to make Eligible Item deposits to your Credit Union checking, savings, or money market savings accounts using an Eligible Device to transmit item images and deposit information to us. Once accepted, we will process your Eligible Items electronically or convert them to Substitute Checks based on the information you provide.





There is currently no charge for the Mobile Deposit Capture Services. We reserve the right at our sole discretion to impose future charges for this service.

- ii. **Hardware and Software:** To use the Mobile Deposit Capture service, you must obtain and maintain at your own expense an Eligible Device and all other hardware and software it requires. We assume no responsibility for defects, failures, or incompatibility of any equipment used in connection with the Mobile Deposit Capture service, whether or not it is an Eligible Device, or any third party software you may need to use the equipment or the Mobile Deposit Capture service.
- iii. **Hours of Operation:** You can use the Mobile Deposit Capture service 24 hours a day, seven (7) days a week, except when it is unavailable due to maintenance, system outages, or other reasons.
- iv. **Funds Availability Disclosure:** Please refer to Section II: Funds Availability Disclosure.
- v. **Image Quality:** Each image transmitted to us using the Mobile Deposit Capture service must be legible. In addition, image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, and other regulatory agencies, clearinghouses, or associations, as applicable.
- vi. **Endorsement Requirement:** Prior to capturing any item through the Mobile Deposit Capture Service, you are to restrictively endorse the original item by writing "**For Mobile Deposit Only, One Nevada Credit Union, account # _____**", on the back of the check, check the on-screen box, or as otherwise instructed by us.
- vii. **Confirmation of Receipt of Images:** You will receive electronic confirmation of successful transmission of your Eligible Item image. You should only consider an item received when you receive a confirmation from us that we have received the image. **Please note that receipt confirmation does not mean that the transmission was error free or complete.**
- viii. **Deposit Limits:** We reserve the right at our sole discretion to refuse to accept or process any deposits and to impose limits.
- ix. **Presentment:** The manner in which items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion and in accordance with the this Agreement and Credit Union policies applicable to your accounts.
- x. **Storage and Destruction of Original Items:** Once you receive confirmation that the Credit Union has received your item image and successfully deposited the funds to your account, you may properly dispose of (shred) the item to avoid re-presentment.
- xi. **Returned Items and Right of Chargeback:** If any item you deposit through the Mobile Deposit Capture Service is dishonored or otherwise returned unpaid, we will return the item to you in the form of a Substitute Check and charge the amount of the item(s), and any applicable fees, back your account. You may not redeposit a Substitute Check through the Mobile Deposit Capture Services.
- xii. **Your Responsibilities**
 - (1) **You agree, warrant, and represent that you will:**
 - (a) Ensure that all information you provide to the Credit Union is accurate and true.
 - (b) Use only Eligible Devices to access the Mobile Deposit Capture service.
 - (c) Endorse all items for the Mobile Deposit Capture service as instructed above.
 - (d) Follow all other instructions we provide you for capturing and transmitting item images and deposit information via the Mobile Deposit Capture service.
 - (e) Use the Mobile Deposit Capture service only for Eligible Items that meet our image quality standards.
 - (f) Comply with this and all other Credit Union Agreements, as well as all applicable rules, laws, and regulations.
 - (g) Indemnify the Credit Union against, defend, and hold us harmless from any damage, liability, loss, or expense, including reasonable attorneys' fees and costs, arising from your breach of any part of this Agreement.
 - (2) **You agree that you will not:**
 - (a) Transmit duplicate items or transmit any individual item or its image more than once.
 - (b) Make deposits in excess of Deposit Limits allowed for Mobile Deposit Capture services.
 - (c) Re-deposit or re-present any item or image previously transmitted through the Mobile Deposit Capture service.





- (d) Transmit any checks, items, or images that are not Eligible Items or related deposit information.
 - (3) **You agree that we will** have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.
 - (4) **You agree that we will not:**
 - (a) Have any obligation to process any non-Eligible Item, even if we did so on a previous occasion.
 - (b) Be responsible for items we do not receive or for images dropped during transmission.
 - (c) Be responsible for any technical or other difficulties that you may experience when using the Mobile Deposit Capture service, or any damages that might arise therefrom.
 - (d) Be responsible for unavailability of the Mobile Deposit Capture service or any damages that might arise from unavailability.
 - (5) **Limitations, Changes, Suspension or Termination of Mobile Deposit Capture Services:** We reserve the right at our sole discretion to change, limit, suspend, or discontinue the Mobile Deposit Capture service or your use of the Mobile Deposit Capture service, in whole or in part, at any time at our sole discretion without notice. Your continued use of the Mobile Deposit Capture service will constitute your acceptance of any changes to the Mobile Deposit Capture service. We may immediately and without notice terminate, suspend, or limit the Mobile Deposit Capture service, or your use of the Mobile Deposit Capture service, if in our sole judgment, we believe any or all of the following:
 - (a) There has been a security breach affecting the Mobile Deposit Capture service.
 - (b) There has been unauthorized activity involving any of your Deposit Accounts.
 - (c) You have engaged in activity that violates the terms of this Agreement.
 - (d) Any of your Deposit Accounts is in an overdraft or negative-balance state.
 - (e) If we suspend your use of the Mobile Deposit Capture Service, you may request re-enrollment in writing. The Credit Union normally considers re-enrollment no earlier than six months after the suspension date. We may grant or decline re-enrollment at the Credit Union's sole discretion.
 - xiii. **Disclaimer of Warranties:** Please note that your use of the Mobile Deposit Capture service and all information and content, including third party information and content, is strictly at your own risk. The Credit Union provides the Mobile Deposit Capture service on an "as is" and "as available" basis. We disclaim all representations and warranties of any kind, express or implied, as to the Mobile Deposit Capture service and its use, including but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no representation or warranty that the Mobile Deposit Capture service:
 - (1) Will meet your requirements;
 - (2) Will be uninterrupted, timely, secure, or error free;
 - (3) Will yield accurate or reliable results; or
 - (4) Will correct any errors in the Mobile Deposit Capture service or technology.
 - xiv. **Limitation of Liability:** The Credit Union will not be liable for damages of any kind whether direct, indirect, incidental, special, consequential, exemplary, or otherwise. Without limitation, this includes damages for loss of profits, goodwill, use, data, or other losses arising from or related to the use of or the inability to use the Mobile Deposit Capture Service, incurred by you or any third party, 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.
 - xv. **Amendments:** Unless otherwise required by law, the Credit Union may amend this Agreement at any time and from time to time, without notice to you, by posting the amended Agreement on our website. If notice is given, we may send it to you at your latest address on file with us via US mail, statement message, or electronic message. We may ask you to agree to an amended or updated version of this Agreement by means specified in the notice. If you decline to agree, we may limit, suspend, or terminate your use of the Mobile Deposit Capture service.
 - xvi. **Electronic Consent Notices:** Using the Mobile Deposit Capture service requires you to consent to receive information and notices via electronic means. If you do not wish to consent to electronic notices about the Mobile Deposit Capture service, do not use the service. Nevertheless, the Credit Union reserves the right at our sole discretion to provide you any notices regarding this Agreement or the Mobile Deposit Capture Service by non-electronic means such as statement notices or via U.S. mail.
- b. **Short Message Service (SMS) and Short Code (Text)**
- i. **Service Terms:** By providing your mobile phone number to us, you have provided consent to send you account-related text messages and the following service terms will apply. The Credit Union may contact you via the SMS Short code channel regarding:



- (1) Account Security related activities such as email address changes, password changes, user ID changes, adding Payees, etc.
 - (2) Higher risk transactions such as; person-to-person payments, transfers to external accounts, etc.
 - (3) Multi-factor authentication challenges and\or verification of transaction authorizations. The Credit Union will send marketing and promotional communications via a separate and unique SMS text channel, which you can opt out of at any time. As used in these services terms, "account text" means any SMS communication or text message from us to you pertaining to your account including, but not limited to, payment information or account information.
 - (a) By entering a mobile phone number, you certify that you are the individual identified on the request, or you have the permission of the individual identified on the account texts we send. You also understand that anyone with access to your phone may see these messages, and you should safeguard your phone's confidentiality.
- ii. **How to Opt-Out:** You may withdraw your consent to receive account text messages by replying STOP at any time to any account text you receive from us. Any withdrawal of your consent to receive account texts will be effective only after we have a reasonable period to process your withdrawal. *Please note that you cannot opt-out of fraud alerts.* For one-time transactions, such as a person-to-person payment, you will agree to receive these account text messages each time you request a transfer.
 - iii. **How to Update Your Records:** It is your responsibility to provide us with a true, accurate, and complete mobile phone number and to maintain and update promptly any changes to this number. Please notify us immediately if you change mobile numbers or plan to provide your phone to another person. You can update your mobile number via Digital Banking or by calling us at 800-388-3000.
 - iv. **Hardware and Software Requirements:** In order to access, view, and retain account texts that we make available to you, you must have an SMS-capable mobile phone, an active mobile phone account with a communication service provider, and sufficient storage capacity on your mobile phone. We will not be liable for any delays in the receipt of any SMS messages, as delivery is subject to effective transmission from your mobile service carrier. Our SMS text message services are provided on an AS IS basis.
 - v. **Communications in Writing:** The Credit Union considers all text messages delivered in electronic format from us to you as "in writing."
 - vi. **Charges:** There is no service fee to receive account texts from us, but you are responsible for all charges including, but not limited to, fees associated with text messaging imposed by your wireless service provider. Your wireless service provider's message and date rates may apply to our confirmation text and all subsequent texts. Please consult your wireless service provider's pricing plan to determine the charges for sending and receiving texts. These charges will appear on your phone bill from your wireless service provider. Message frequency depends on account status and settings.
 - vii. **Other Important Terms:** You agree that we may send any account texts through your wireless service provider in order to deliver them to you and that your wireless services provider is acting as your agent in this capacity. Additionally, you agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost, and expenses, including reasonable attorneys' fees, arising from your provision of a mobile phone number that is not your own or your violation of any applicable federal, state, or local law, regulation, or ordinance. Your obligations under this paragraph shall survive termination of this Agreement. We provide account texts for your convenience only. Factor(s) pertaining to your wireless service provider(s) may delay or impact receipt of each account text. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the account texts sent by us.
 - viii. **Changes in Terms and Conditions:** We may modify or terminate account text services from time to time, with or without notice, without liability to you, any other user, or a third party. We reserve the right to modify these SMS service terms from time to time.
 - ix. **Help or Support:** For help or support regarding our text messaging services, email us at ONCUsupport@onenevada.org or call toll free 800-388-3000. You can also request help, obtain contact information, or additional information regarding One Nevada's texting service anytime from your mobile device by replying with the word "HELP" to a message you receive from us.
3. **Voice Banking:** Voice Banking allows you to use your voice-enabled devices, such as Amazon Alexa or Echo and Google Home devices, to communicate with the Credit Union by voice regarding your account(s). To use Voice Banking, you must speak commands and questions aloud to your voice-enabled device, and





you will receive responses aloud. Any communication to the Credit Union via your voice-enabled device will be treated by us as a communication authorized by you, and any communication from the Credit Union via your voice-enabled device in response to a request received from your voice-enabled device will be treated by us as a communication to you.

- a. In other words, you are responsible for all of the interactions with us via Voice Banking. For example, it is possible that someone other than you could interact with the Credit Union via Voice Banking, or that someone could overhear you interacting with us via Voice Banking and learn information about your account(s). It is also possible that your voice-enabled device, associated device software, and/or your voice-enabled device provider, e.g., Amazon or Google, will record your Voice Banking interactions. Consult your Amazon or Google agreements to learn more about how your voice-enabled device treats those interactions.
- b. Once you set up your voice-enabled device for Voice Banking services, you are authorizing the Credit Union to provide information to that device based on the device's security settings. For example, the device settings may allow the device to retrieve information about your account(s) based on only verbal requests from anyone who uses your device, or to save information about your account(s) for easier access. By enabling Voice Banking on your voice-enabled device, you are responsible for how you use Voice Banking, including any communication to or from the Credit Union from your device.
- c. The Credit Union did not design nor manufacture your voice-enabled device. The device also runs other software (e.g., Alexa, Google Assistant, and other third-party applications) that we did not write or design and do not have control over. It is possible that your voice-enabled device will not hear you correctly, will incorrectly translate what you said, or even say something to you different from what we asked it to say. By accepting this Agreement, you understand and agree that we are not responsible for inaccuracies in your Voice Banking interactions. If you have any issues or doubts about the accuracy of your Voice Banking interactions, you can get your account details in all the same ways you have previously used, including Digital Banking and Phone Banking.



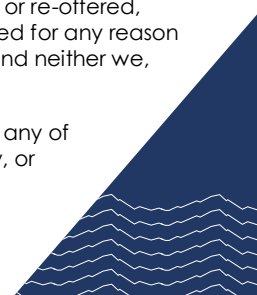


Section IV: Third-Party Services

The Credit Union provides the following services to Credit Union members through third-party service providers. The Terms and Conditions noted below for each service are as provided by those third-party service providers.

1. Ca\$h Perks Program

- a. **Terms and Conditions:** Your acceptance of this Agreement, requesting to 'View Offers' in Digital Banking; participating in Ca\$h Perks; or your acceptance, redemption, or receipt of any offer or reward made available in connection with Ca\$h Perks constitutes your acceptance of, and agreement to, these Ca\$h Perks Terms and Conditions.
 - i. We may amend these Terms and Conditions from time to time, and any subsequent use of Ca\$h Perks constitutes your acceptance of any amendment. These Terms and Conditions constitute the current, valid agreement between you and us with respect to Ca\$h Perks and your participation in the program. These Terms and Conditions replace and supersede all prior versions and any other rewards program that Ca\$h Perks has replaced. Any frequently asked questions and other Ca\$h Perks information published on our website (collectively "FAQs") are incorporated by reference and made a part of these Ca\$h Perks Terms and Conditions provided that in any conflict between FAQs and these Ca\$h Perks Terms and Conditions, these Terms and Conditions shall control.
 - ii. These Terms and Conditions shall be governed by the laws of the State of Nevada, without regard to any conflicts of law principles that would choose another state's law. No delay or omission on our part shall impair any right or remedy available to us or be construed as a waiver of any right or remedy; nor shall any single or partial exercise of a right or remedy preclude full exercise thereof or the future exercise of that or any other right or remedy. No waiver shall be valid unless in writing and signed by our authorized representative. A waiver of any right or remedy on any one occasion shall not be construed as a bar or waiver for future occasions. We shall have sole and absolute authority in interpreting and administering Ca\$h Perks and these Terms and Conditions, and our decision on any such matter shall be binding on you. If any court or arbitrator finds any provision of these Terms and Conditions to be invalid, you, and we, hereby authorize the court or arbitrator to endeavor to give effect to the parties' intentions as reflected in the provision. If such a construction is not reasonably possible, such provision shall be severed from these Terms and Conditions, and all other provisions shall remain in full force and effect.
- b. **Program Usage:** Ca\$h Perks details and instructions on how to use the Program are shown on the Ca\$h Perks pages within Digital Banking. Only your One Nevada credit or debit card(s) associated with an eligible checking account are eligible for use with Ca\$h Perks.
- c. **Qualifications:** To qualify for Ca\$h Perks rewards, your purchase must be made and comply with each Ca\$h Perks offer specifications, such as where the purchase can be made (e.g., online, at a store location, by telephone, etc.), expiration dates, minimum purchase amounts, purchase limits, and other applicable conditions. You must pay for the purchase using your eligible Credit Union credit or debit card. You will not earn Ca\$h Perks rewards for any portion of your purchase that you pay for with store credit, gift certificates, or other payment types. We reserve the exclusive and absolute right to determine card eligibility. If you are unsure whether your card qualifies for use with Ca\$h Perks, please call 800-388-3000. While Ca\$h Perks and its associated merchants work hard to properly track and credit all qualifying purchases, there may be times that we are unable to do so because of problems with your Internet browser, the merchant's website, or our system. Please contact the Ca\$h Perks support team if you believe you have made a qualifying purchase for which you did not receive Ca\$h Perks rewards. We will try to help with correct tracking and crediting, but we are not obligated to deliver on the offer.
- d. **Merchant Offers:** All Ca\$h Perks offers and rewards are provided by participating merchants, not by the Credit Union. You acknowledge and agree that the merchants are solely responsible for setting the specifications for a qualifying Ca\$h Perks purchase, and that you are solely responsible for complying with such specifications to receive Ca\$h Perks rewards. The merchants are solely responsible for the content and offers presented through Ca\$h Perks. The Credit Union makes no guarantees, warranties, or promises of any kind, and has no liability as to the currency or accuracy of Ca\$h Perks offer information nor any responsibility for merchant fulfillment of any offer. Participating merchants are subject to change at any time and from time to time. We are not responsible for the failure of a merchant to honor an offer or provide a reward after leaving our Ca\$h Perks program. Unaccepted, inactivated, or unredeemed Ca\$h Perks offers may be withdrawn at any time by the offering merchant. Offers may not necessarily be repeated or re-offered, notwithstanding any conduct or purchasing activity on your part. If your checking account is closed for any reason prior to the crediting of any earned Ca\$h Perks reward, you will forfeit such reward in its entirety, and neither we, nor the merchant, shall have any liability to you.
- e. **Participating Merchants:** The Credit Union is not affiliated with any participating merchants or with any of our affiliated companies. We do not make, and we hereby disclaim, any representation, warranty, or endorsement with respect to:





- i. Any and all participating merchants and their respective goods and services;
 - ii. Fulfillment of any transaction between you and a merchant;
 - iii. Any merchant's compliance with its Ca\$h Perks offer, commitment, promotion, incentive, or reward of any kind; and
 - iv. Any merchant's policy positions or business practices.
 - f. **Merchant Disputes:** You must make any merchandise returns to the merchant, not to or through the Credit Union. If you have any claim against, or dispute with, any merchant concerning goods or services purchased from them, you agree that:
 - i. You must resolve such claim or dispute directly with the merchant,
 - ii. We shall have no liability whatsoever arising out of such claim or dispute, and
 - iii. You will not involve us in such claim or dispute.
 - g. **Program Availability:** Ca\$h Perks is offered at our sole discretion, and we have no obligation to continue Ca\$h Perks or to make Ca\$h Perks available at or during any particular time, or at all. We reserve the right to amend, cancel, change, discontinue, or suspend Ca\$h Perks, in whole or in part, at any time at our discretion and without notice to you, and any such action shall be effective as of the time we determine.
 - h. **Electronic Notices:** You agree that any Ca\$h Perks notice, including (without limitation) any notice of a change in terms, may be provided to you electronically by posting on our website, sending it via email, or by sending you an email notifying you that it is available on our website. We will send any email to your email address on record with us. It is your responsibility to keep your email address updated with us. It shall be your responsibility to periodically review the Ca\$h Perks Terms and Conditions on our website to stay aware of the most current Terms and Conditions. We may also send you any Ca\$h Perks notices (or copies of them) on paper, any time at our discretion.
 - i. **Membership Agreement:** All terms, conditions, and agreements governing your Credit Union membership, accounts, and services remain in full force and effect, and are not in any way conditioned on the availability or operation of the Ca\$h Perks program.
 - j. **Taxes and Liability:** You will be solely responsible for any taxes resulting from any Ca\$h Perks rewards. You are also solely responsible for any fees or charges associated with claiming any Ca\$h Perks offer or reward. The program is void where prohibited by law, and we shall have no liability whatsoever in the event any applicable law restricts or invalidates any Ca\$h Perks offer or reward.
 - k. **Program Participation:** Your participation in Ca\$h Perks is strictly voluntary, and you may decline to participate at any time, by simply not clicking on a 'View Offers' link. We shall have no liability for, and you hereby absolutely and unconditionally release and discharge us, including our affiliates' officers, directors, agents, representative and employees, from any and all losses, costs, suits, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related in any way to:
 - i. The Ca\$h Perks program;
 - ii. Any participating merchant's performance or non-performance of any program obligations (including without limitation, fulfillment of any offer or reward);
 - iii. Any goods or services obtained by you from a participating merchant; and
 - iv. Any act or omission by a participating merchant in connection with any transaction between you and such merchant.
 - v. In the event you are dissatisfied or aggrieved in any way with respect to Ca\$h Perks, your sole and exclusive remedy, as between you and us, shall be to decline further participation in the Program.
 - l. **Third-Party Websites:** We may provide links from our website to third party websites, such as participating merchants' websites or others, in connection with Ca\$h Perks. We do not own, operate, control, or maintain such third party websites, and we provide any links to such websites strictly for convenience. If you click a link for a third party website, you will leave our website and navigate to the third party website. We do not control nor are we responsible for the content of any third party website; we do not endorse or guarantee any products, services, information, or recommendations provided by or through any third party website; and we are not liable in any way for any products or services shown on or provided by or through any third party website. Third party website privacy, information-sharing, and security policies and procedures are separate and distinct from ours, so please be aware that a third party website may not be as secure as the Credit Union's.
2. **KeepTrack:** KeepTrack® is a service provided from MX Technologies, Inc. You are agreeing to a legally binding agreement in accordance with the Terms and Conditions set forth below. Therefore, we





encourage you to read this thoroughly and carefully. If you are under eighteen (18) years of age, not at least the age of majority, or otherwise incapable of binding to a legal contract in the jurisdiction from which you enter into this Agreement, you MUST have your legal guardian (e.g., your parent) or someone with authorized power of attorney review this agreement and consent upon your behalf or you should not proceed any further. Notwithstanding the foregoing, MX Technologies has not designed the KeepTrack® service with the intention that minors will use it nor does it market the KeepTrack® service for use by minors.

These Terms and Conditions constitute an agreement between you, whether you are a registered user or visitor to the MX.com website (such visitor, user or—solely for agreements entered by a legal guardian or power of attorney—the person for whom this agreement is entered, hereinafter “you”, “your” or “user”), and MX Technologies, Inc. including its affiliates and service providers (“MX Technologies”, “our”, “we” or “us”), pertaining to your use of the MX.com website (“the “Site”) and/or any of its affiliated web applications (“KeepTrack®”). By using the Site and/or KeepTrack®, you agree to be bound by these Terms and Conditions and our Privacy Policy, available at <https://www.mx.com/privacy-notice>, which is hereby incorporated by reference into these Terms and Conditions (collectively, the “Terms”).

These Terms constitute the complete and exclusive understanding and agreement between you and us relating to the subject matter hereof, and replace all previous Terms and Conditions or similar agreements or documentation entered into between you and MX Technologies, whether written or oral.

- a. **Accepting the terms:** BY CLICKING to accept or agree to the Terms where this option is made available to you by MX Technologies in the user interface for any of the KeepTrack® KeepTrack® service, OR BY USING ANY PART OF THE KEEPTRACK® KEEPTRACK® SERVICE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS, AGREE AND CONSENT TO THE TERMS; and REPRESENT AND WARRANT THAT YOU:
 - i. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A BUSINESS ENTITY OR ANOTHER INDIVIDUAL, ARE AUTHORIZED TO BIND SUCH ENTITY OR SUCH INDIVIDUAL;
 - ii. AGREE TO BE BOUND BY THE TERMS, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY; AND
 - iii. AGREE TO BE LIABLE FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT CLICK THE ACCEPTANCE BUTTON, IF APPLICABLE, AND DO NOT ACCESS OR USE THE KEEPTRACK® SERVICE.

MX Technologies may from time to time update these Terms, and your continued use of the KeepTrack® service indicates your agreement to any modification with respect to these Terms. You may not use the KeepTrack® service and may not accept the Terms if:

- i. You are incapable of binding you to a contract with MX Technologies, or
 - ii. You are a person barred from receiving the KeepTrack® service under the laws of the United States or other countries including the country in which you are resident or from which you use the KeepTrack® service.
- b. **KeepTrack® service:** The KeepTrack® service is a free personal financial management service that allows registered users to organize, consolidate, manage, and track their financial information. From time to time MX Technologies may modify the KeepTrack® service and add, change, or delete features of the KeepTrack® service, in its sole discretion, without notice to you.

You agree to provide accurate, current, and complete information about yourself while registering for the KeepTrack® service and to maintain and update this information to keep it accurate, current, and complete. You agree to not misrepresent your identity or your registration and account information. Failure to provide accurate and complete information during registration or account setup may prohibit your use of the KeepTrack® service or result in errors in information generated.

You are solely responsible for (a) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the KeepTrack® service (collectively, “Account Information”), (b) preventing unauthorized access to or use of the information, files or data that you store or use in or with the KeepTrack® service (collectively, “Account Data”), (c) all electronic communications, including account registration and other account holder information, email and financial, accounting and other data entered using the Account Information (“Communications”), and (d) without limiting the foregoing, any and all activities that occur under your account.

MX Technologies shall assume that any Communications received through use of the Account Information were sent or authorized by you. You agree to notify MX Technologies immediately if you become aware of any loss, theft, or unauthorized use of any Account Information. We reserve the right to deny you access to the KeepTrack® service (or any part thereof) if we reasonably believe that any loss, theft, or unauthorized use of Account Information has occurred. You must inform MX Technologies of, and hereby grant to MX Technologies and its affiliates, third party providers, partners, licensors, employees, distributors and agents permission to use the account Information to enable MX Technologies to provide the KeepTrack® service to you,





including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and KeepTrack® service MX Technologies may provide to you in the future.

MX Technologies may use, modify, display, distribute and create new materials using the Account Information, Account Data and/or your Communications to provide the KeepTrack® service to you. By submitting Account Information, Account Data, and Communications, you agree that MX Technologies may use your Account Information, Account Data and Communications for the purposes set out herein, without any particular time limit and without the payment of any fees.

Anonymous, aggregate information that does not contain personally identifiable information, comprising financial account balances, other financial account data, or other available data that is collected through users' use of the KeepTrack® service, may be used or licensed by MX Technologies for various purposes including but not limited to conducting certain analytical research, performance tracking, benchmarking helping to improve products and KeepTrack® service and to assist in troubleshooting and technical support.

To the extent that a user requests customer service or other assistance from MX Technologies, you agree that MX Technologies is authorized to access and view your account information to provide such assistance and support.

- c. **Provider Services:** In connection with your use of the KeepTrack® service and as part of the functionality of the KeepTrack® service as may be applicable, you may have access to certain online KeepTrack® service or information that may be made available by your bank and/or other third party provider(s) ("Provider KeepTrack® service"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from third party provider(s).

The KeepTrack® service may be designed to allow access to Provider Services, if and to the extent provided by users' provider(s), to set up banking and other information, schedule the KeepTrack® service to access user account(s), download transactions into the KeepTrack® service and otherwise aggregate information from user account(s) with third party provider(s).

MX Technologies has no control over the provision of Provider Services or provision of access to the Provider Services by users' provider(s). MX Technologies does not guarantee the Provider Service. You agree that you may be able to use the KeepTrack® service in conjunction with the Provider Services, and that MX Technologies disclaims any and all liability whatsoever for any actions or inactions on the part of your provider(s) resulting in any inability to use the KeepTrack® service to access accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

You acknowledge and agree when you access data and information through the KeepTrack® service, third party provider account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your user account(s) with such provider(s) such as bank and other account balances, credit card charges, debits and deposits as may be applicable (collectively, "Provider Account Data"), may be collected and stored in the KeepTrack® service.

You expressly authorize MX Technologies and our third party providers, in conjunction with the operation and hosting of the KeepTrack® service, to use certain Provider Account Data to:

- i. Collect Provider Account Data;
- ii. Reformat and manipulate such Provider Account Data;
- iii. Create and provide hypertext links to provider(s);
- iv. Access the providers' websites using Provider Account Data;
- v. Update and maintain account information;
- vi. Address errors or service interruptions;
- vii. Enhance the type of data and KeepTrack® service we can provide in the future, and
- viii. Take such other actions as are reasonably necessary to perform the actions described above.

In accessing and using the KeepTrack® service, you represent that you are the legal owner of the Provider Account Data and that you have the authority to appoint, and do expressly appoint, MX Technologies or our third party providers as your agent with limited power of attorney to access and retrieve Provider Account Data on your behalf. You further acknowledge that MX Technologies does not (nor do our third party providers), review Provider Account Data and you agree that we are not responsible for its completeness or accuracy. Any transactions or informational activities performed at any provider's website are not made through the KeepTrack® service and MX Technologies assumes no responsibility for such transactions or activities. You acknowledge that you are solely responsible for any charges associated with provider(s). YOU ACKNOWLEDGE AND AGREE THAT WHEN MX TECHNOLOGIES OR ITS THIRD PARTY PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM USERS' PROVIDERS, MX TECHNOLOGIES AND ITS THIRD PARTY PROVIDERS ARE ACTING AS USERS' AGENT, AND NOT THE AGENT OR ON BEHALF OF PROVIDERS. You further acknowledge and agree that:





- i. Some providers may not allow the KeepTrack® service to access the Provider Services;
- ii. Providers may make changes to their websites, with or without notice to MX Technologies, that may prevent or delay aggregation of information from such websites, and
- iii. The KeepTrack® service may "refresh" the Provider Account Data by collecting the Provider Account Data nightly, so your most recent transactions may not be reflected in any account balances or other account information presented to user in the KeepTrack® service.

In the event that you see a discrepancy in the Provider Account Data, and in any case before making any transactions or decisions based on such account information presented in the KeepTrack® service, you agree to check the last refresh date for the account and confirm with that applicable provider that the Provider Account Data is correct or otherwise confirm that Provider Account Data is up to date and accurate.

- d. **Limitations:** Your right to use the KeepTrack® service is personal to you and is not transferable by you to any other person or entity. You may not, without our express prior written consent:
- i. Copy, reproduce, distribute or create derivative works of any portion of the KeepTrack® service;
 - ii. Reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code utilized in the KeepTrack® service or any third-party applications incorporated into the KeepTrack® service, including Java applets associated with the KeepTrack® service;
 - iii. Sell, rent, sublicense, lease, lend or allow time-share access or use to third parties of any portion of the KeepTrack® service;
 - iv. Distribute or provide copies of any portion of the KeepTrack® service to third parties;
 - v. Resell the use of the KeepTrack® service;
 - vi. Use the KeepTrack® service to provide KeepTrack® service to any third parties, including business process outsourcing, service bureau applications or training of third parties; or
 - vii. Use the KeepTrack® service as a platform for designing and creating a competing product or service, including one for only your internal use.

In the event that we have reason to believe you, or any third parties on your behalf, have developed, or are in the process of developing, a software system similar to the KeepTrack® service or are otherwise in violation of these Terms, you agree to promptly provide us information to assist us with any applicable investigation, including allowing us to audit your use of the KeepTrack® service. In the event we determine you have developed a software system similar to the KeepTrack® service, you hereby grant us authority to secure injunctive relief from your continued development and/or sale of such competing product or KeepTrack® service. All rights not expressly granted to you in this Agreement are reserved to MX Technologies.

You are solely responsible for your Account Data, including the accuracy, quality, and reliability of all such content. You represent and warrant that: (i) none of your Account Data violates any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (collectively, "Intellectual Property Rights"), and (ii) you have obtained all consents and waivers required under all applicable local, state, national and international laws, rules, statutes, treaties and regulations (including those governing account collection, export control, consumer protection, data privacy, unfair competition, anti-discrimination and false advertising) (collectively, "Laws") for the provision, manipulation, retention, use and sharing of personal data of individuals (including you) with respect to whom information is supplied by you as part of your use of the KeepTrack® service, and that you will retain all such consents and waivers and/or provide them to MX Technologies at any time upon request. Notwithstanding the foregoing, we reserve the right to take any action with respect to the KeepTrack® service that we deem necessary or appropriate at our sole discretion if we believe you or your use of the KeepTrack® service may create liability for MX Technologies. Your use of the KeepTrack® service is subject to all applicable Laws. In connection with your use of the KeepTrack® service, you agree to:

- i. Comply with all applicable Laws;
- ii. Maintain the security of access to the KeepTrack® service;
- iii. Not use the KeepTrack® service for illegal purposes;
- iv. Not interfere or disrupt networks connected to the KeepTrack® service;
- v. Not attempt to gain unauthorized access to other computer systems;
- vi. Not interfere with another user's use and enjoyment of the KeepTrack® service, including disrupting the normal flow of dialogue;
- vii. Not use the KeepTrack® service to infringe any third party's Intellectual Property Rights;
- viii. Not transmit through the KeepTrack® service, through feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; and
- ix. Not bypass or disable any security mechanisms in the KeepTrack® service.





- e. **Posting Information:** MX Technologies allows, or may allow, users in the future to post content at the help desk and/or various publicly available locations. These forums may be hosted by us or by a third party. Wherever you can post information you agree:
 - i. You are responsible for all content you submit on the KeepTrack® service.
 - ii. By submitting content to the KeepTrack® service, you represent that you have all necessary rights and hereby grant MX Technologies a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the KeepTrack® service.
 - iii. You may not post or transmit any message that is libelous, defamatory, violates any Law or which discloses private or personal matters concerning any third party.
 - iv. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, gives rise to civil liability or violates any Law; or that is otherwise inappropriate.
 - v. You may not copy or use personal identifying information or business contact information about others without their permission.
 - vi. You may not post or transmit any message, data, image or program that would violate the rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.
- f. **Required Equipment:** You are responsible for obtaining and, as applicable, installing, configuring, and updating a computer, operating system, web-browsing software, Internet service and connection and such other equipment, software and KeepTrack® service as may be necessary for you to access the KeepTrack® service. MX Technologies makes no warranties that your equipment or third party software is or will continue to be compatible with the use of the KeepTrack® service.
- g. **Disclaimer:** The KeepTrack® service provided by MX Technologies are not intended to provide legal, tax or financial advice. The KeepTrack® service is not a financial planner, broker, or tax advisor. The KeepTrack® service is intended to assist you in your financial organization and decision-making and is broad in scope. You should consult with your accountant or other financial professional who is fully aware of your circumstances in addition to using the KeepTrack® service.
- h. **Proprietary Rights:** You are permitted to use content delivered to you through the KeepTrack® service only in connection with the KeepTrack® service. You acknowledge and agree that MX Technologies and/or its licensors or suppliers own all rights to the Site and the KeepTrack® service, the content displayed on the Site and the KeepTrack® service including its "look and feel" (e.g., text, graphics, images, logos and button icons), photos, editorial content, notices, and other Intellectual Property Rights, made available to you as a part of or in conjunction with the KeepTrack® service. You are only permitted to use any of the foregoing as expressly authorized by these Terms. MX TECHNOLOGIES, and all other names, logos, icons and marks identifying MX Technologies' products and KeepTrack® service are MX Technologies' trademarks and may not be used without our prior written consent. You may not remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels on any portion of the KeepTrack® service.
- i. **User Risks:** MX Technologies acts solely as an operator of the KeepTrack® service for your convenience and use of the KeepTrack® service, and any reliance by you upon any content or information available to you through the KeepTrack® service (the "Materials"), including any action taken by you because of such use or reliance, is at your sole risk. Neither MX Technologies nor any of its affiliates, third-party providers, partners, licensors, employees, distributors or agents is responsible or liable for, or makes any representations or warranties as to the following, without limitation:
 - i. Any representations, promises, recommendations or inducements that may be made by or through any party (including vendors) found at, on, through or from the KeepTrack® service;
 - ii. The timeliness, accuracy, reliability, completeness, legality, copyright compliance or decency of the KeepTrack® service or any Materials;
 - iii. Any inaccuracy, omission, error or delay in the KeepTrack® service or any Materials;
 - iv. Non-performance of or interruption to the KeepTrack® service or any Materials due to, without limitation:
 - (1) Any act or omission by any disseminating party,
 - (2) Any force majeure or any other cause beyond the control of any disseminating party, or
 - (3) Outages, transmission quality, or malfunctions of telephone circuits or computer systems, including any defects or failures with respect to your software, computer systems, or Internet access provider.





- v. The quality of the KeepTrack® service or any Materials (including the results to be obtained from use of them); or
 - vi. Any loss resulting from, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the KeepTrack® service or the Materials.
- j. **Modifications:** MX Technologies reserves the right to modify or discontinue, temporarily or permanently, the KeepTrack® service with or without notice to you. Such modifications may include establishing or changing limits concerning use of the KeepTrack® service, temporarily or permanently, including:
- i. Any features, licensing terms, or other characteristics of any version of the KeepTrack® service that it releases;
 - ii. The amount of storage space you have on the KeepTrack® service at any time, and
 - iii. The number of times (and the maximum duration for which) you may access the KeepTrack® service in a given time period.

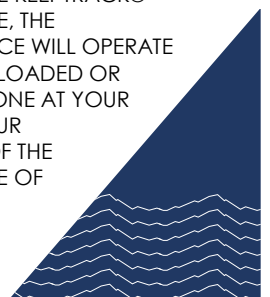
We reserve the right to make any such changes effective immediately to maintain the security of the system or Account Information or to comply with any Laws. You may reject changes by discontinuing use of the KeepTrack® service to which such changes relate. Your continued use of the KeepTrack® service will constitute your acceptance of and agreement with such changes. User access and use of the KeepTrack® service may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance, or repair of the Site and/or the KeepTrack® service or other actions that MX Technologies, in its sole discretion, may elect to take. Maintenance upon the KeepTrack® service may be performed from time to time resulting in interrupted service, delays, or errors in the KeepTrack® service. MX Technologies shall not be liable to you or any third party should we exercise our right to modify or discontinue the KeepTrack® service.

- k. **Cancellation:** You may cancel your MX Technologies registration at any time by sending a request for cancellation to MX Technologies support at support@MXTechnologies.com. Upon confirmation of your request, your MX Technologies account will be cancelled and no longer be accessible from our primary production servers, and your access to the KeepTrack® service will be terminated. Some of your information may remain stored within the KeepTrack® service after account deletion for recordkeeping purposes. MX Technologies may at any time terminate your access to the KeepTrack® service for any reason, including:
- i. You have breached any provision of these Terms (including the MX Technologies Privacy Policy, or have acted in a manner which shows you do not intend to, or are unable to, comply with the provisions of these Terms and/or the MX Technologies Privacy Policy);
 - ii. MX Technologies is required to do so by Law (for example, where the provision of the KeepTrack® service to you is, or becomes, unlawful);
 - iii. A partner with whom MX Technologies offered the KeepTrack® service to you has terminated its relationship with MX Technologies or ceased to offer the KeepTrack® service to you;
 - iv. MX Technologies is transitioning to no longer providing the KeepTrack® service to users in the country in which you are resident or from which you use the KeepTrack® service; or
 - v. The provision of the KeepTrack® service brought to you by MX Technologies is, in MX Technologies' sole opinion, no longer commercially viable.
- l. **Export Restrictions:** The KeepTrack® service and underlying information, software and technology are subject to U.S. export controls. None of the KeepTrack® service or underlying information, software or technology may be downloaded or otherwise exported or re-exported:
- i. Into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country subject to U.S. sanctions applicable to the export or re-export of goods; or
 - ii. To anyone on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List, or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or Nonproliferation Sanctions List. By using the KeepTrack® service, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you acknowledge you are responsible to obtain any necessary U.S. government authorization to ensure compliance with U.S. law.
- m. **Use by the U.S. Government:** The KeepTrack® service provided under these Terms are a commercial item, as defined in FAR 2.101; specifically, one or more commercial computer software programs developed exclusively at private expense, used for nongovernmental purposes, and licensed to the public. Any use by the U.S. Government of the KeepTrack® service shall be in accordance with this Agreement, as stated in FAR 12.212. If the U.S. government is deemed to have use rights under FAR 52.227 or DFARS 227, all use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19, and all use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of this Agreement, as stated in DFARS 227.7202. The manufacturer of the KeepTrack® service is MX Technologies, Inc., whose corporate headquarters is located at 251 River Park Dr., Suite 200, Provo, UT 84604 and whose telephone is 801-669-5500.





- n. **Feedback:** You have no obligation to give MX Technologies any suggestions, enhancement requests, recommendations, comments or other feedback ("Feedback") relating to the KeepTrack® service. To the extent we receive any Feedback from you, we may use and include any Feedback that you choose to voluntarily provide to improve the KeepTrack® service or any other related technologies. Accordingly, if you provide Feedback, you agree that such Feedback will become MX Technologies' proprietary information and MX Technologies and its affiliates, third-party providers, partners, employees, distributors, agents and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the KeepTrack® service or other related technologies.
- o. **Communication:** We will communicate with you by email, text or by posting notices on the Site or through the KeepTrack® service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Electronic alerts will be sent via text, email or notification through the KeepTrack® service (in the case of email and text, to the email address or phone number you provided when registering for the KeepTrack® service). Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the KeepTrack® service. You understand and agree that any alerts provided to you through the KeepTrack® service may be delayed or prevented by a variety of factors. While MX Technologies will use commercially reasonable efforts to provide timely and accurate alerts, we guarantee neither the delivery nor accuracy of the content of any alert. You agree that MX Technologies shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you; or any third party reliance on an alert. Automatic alerts may be sent to you updating you to certain changes to your account. Voluntary alerts may be turned on by default. Voluntary alerts may then be customized, deactivated or reactivated by you. If you request customer service or other assistance from MX Technologies, you acknowledge and agree that MX Technologies is authorized to access and view your Account Information to provide such assistance and support.
- p. **Endorsements:** All products and service marks contained on or associated with the KeepTrack® service that are not MX Technologies marks are the trademarks of their respective owners. References to any names, marks, products or KeepTrack® service of third parties or hypertext links to third-party sites or information do not constitute or imply MX Technologies' endorsement, sponsorship, guarantee or recommendation of the third party, information, products or KeepTrack® service.
- q. **Disclaimers of Warranties:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:
 - i. YOUR USE OF THE KEEPTRACK® SERVICE, THE SITE, AND ALL INFORMATION, PRODUCTS, KEEPTRACK® SERVICE, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE KEEPTRACK® SERVICE OR THE SITE IS AT YOUR SOLE RISK.
 - ii. THE KEEPTRACK® SERVICE, THE SITE, AND ALL CONTENT AND PRODUCTS ASSOCIATED WITH MX TECHNOLOGIES ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE".
 - iii. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MX TECHNOLOGIES, its affiliates, and our and their respective third-party providers, partners, licensors, employees, distributors and agents DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE KEEPTRACK® SERVICE AND ANY THIRD PARTY KEEPTRACK® SERVICE, IN WHOLE OR IN PART, INCLUDING:
 - (1) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT,
 - (2) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE KEEPTRACK® SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS, KEEPTRACK® SERVICE, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE KEEPTRACK® SERVICE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED,
 - (3) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE KEEPTRACK® SERVICE OR THIRD-PARTY KEEPTRACK® SERVICE, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE KEEPTRACK® SERVICE WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND
 - (4) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE KEEPTRACK® SERVICE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE KEEPTRACK® SERVICE, THE CORRECTION OF DEFECTS IN THE KEEPTRACK® SERVICE, OR THAT THE KEEPTRACK® SERVICE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE KEEPTRACK® SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK; (e) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE KEEPTRACK® SERVICE OR THIRD-PARTY KEEPTRACK® SERVICE; AND (f) THE CURRENT STATE OF THE SITE AND THE KEEPTRACK® SERVICE DOES NOT ALLOW FOR ERROR-FREE USE OF THE



KEEPTRACK® SERVICE AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN KEEPTRACK® SERVICE MAY OCCUR. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MX TECHNOLOGIES THROUGH OR FROM THE KEEPTRACK® SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

- r. **Limitations on Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, MX TECHNOLOGIES, its affiliates, and our and their respective third-party providers, partners, licensors, employees, distributors and agents SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED, INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE KEEPTRACK® SERVICE; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE KEEPTRACK® SERVICE, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE KEEPTRACK® SERVICE; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE KEEPTRACK® SERVICE; OR THE PURCHASE OR USE OF ANY GOODS OR KEEPTRACK® SERVICE OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE KEEPTRACK® SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE KEEPTRACK® SERVICE. THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN MX TECHNOLOGIES AND YOU. MX TECHNOLOGIES WOULD NOT BE ABLE TO PROVIDE THE KEEPTRACK® SERVICE WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF \$1.00. THIS LIMITED REMEDY IS AGREED TO BY YOU AND MX TECHNOLOGIES AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- s. **Indemnification:** You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate MX Technologies, its affiliates, and their respective officers, directors, employees, consultants, agents, distributors, partners, licensors and third-party providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from:
- i. A third-party claim, action or allegation of infringement based on your use of the Service or information, data, files or other content you submitted or uploaded;
 - ii. Any fraud, manipulation, or other violation of Law by you;
 - iii. A breach of these Terms by you;
 - iv. Your acts or omissions; or
 - v. Any third-party claim, action, or allegation brought against MX Technologies arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any KeepTrack® service. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your employees, consultants and agents.
- t. **No Waiver:** MX Technologies shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by MX Technologies. No delay or omission on the part of MX Technologies in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver of any rights or remedies on future occasions.
- u. **Exclusive Agreement:** You agree that these Terms are the complete and exclusive agreement between you and MX Technologies. These Terms supersede any proposal or prior agreement, oral or written, and any other communications between you and MX Technologies relating to the subject matter of these Terms. These Terms, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and MX Technologies.
- v. **Miscellaneous:** You agree and acknowledge that if you breach these Terms, MX Technologies may have no adequate remedy at law and will suffer irreparable harm because of such a breach and will therefore be entitled to injunctive relief without the obligation of posting a bond. The titles and headings of these Terms are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by Law. All covenants, agreements, representations, and disclaimers as to warranties and limitations on liability made in these Terms shall survive your acceptance of these Terms and the termination of these Terms. MX Technologies may modify these Terms, at any time and without notice to you, by delivering such amended terms to the email address you provide to MX Technologies at the



time of registration or that you subsequently updated, or by posting updated Terms on the Site. You manifest your acceptance of such amended terms if you continue to use or access the KeepTrack® service after such amended terms have been delivered to you by email or posted. If you do not agree with such amended terms, your only remedy is to discontinue your use of and access to the KeepTrack® service pursuant to these Terms. Otherwise, these Terms may not be amended except in writing signed by MX Technologies and you. For all purposes of these Terms, except as otherwise expressly provided or unless the context otherwise requires:

- i. The terms defined herein include the plural as well as the singular and vice-versa;
 - ii. All headings are for convenience and shall not affect the interpretation or construction of these Terms; and
 - iii. The words "including," "included" and "includes," mean inclusion without limitation.
- w. **Choice of Law and Forum for Disputes:** By visiting or using the Site and/or the KeepTrack® service, you agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern these Terms. To the extent that these Terms conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by Law. You agree that any claim or dispute of any sort that might arise between you and MX Technologies, its officers, directors, employees, agents, or affiliates must be brought in Salt Lake County or Utah County, Utah, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue. You understand that, in return for your agreement to this provision, MX Technologies is able to offer the KeepTrack® service as these Terms designate and that your assent to this provision is an indispensable consideration to these Terms. You also acknowledge and agree that, with respect to any dispute with MX Technologies, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the KeepTrack® service or these Terms that YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.
- x. **Contact Information:** MX Technologies, Inc., 3401 N. Thanksgiving Way, Ste 500, Lehi, UT 84043, techsupport@mx.com

