

# Online Banking Registration Disclosures

## Registration Disclosure

### Online Banking Services Definitions

- **Online Banking** - is the Internet-based service providing access to your Premier Members accounts.
- **Account** - an account means any of your account(s) to which we may allow access via the Online Banking Service under this Agreement.
- **Username** – is the member generated ID that will be used to log into the Online Banking Service. This username will apply to only one account with Premier Members.
- **Password** – is member generated, selected by you for use during the initial log in, or after the initial log in, that establishes your connection to the Service.
- **Bill Payment** – is the online service that enables the scheduling of bill payments from an eligible Premier Members checking or money market account, using an Internet-enabled device (see separate disclosure and agreement upon requesting access to this service).
- **Business Day** - Our business days are Monday thru Friday, except holidays.

### Overview

Premier Members Online Banking Service is available to members in good standing, who own an account that is eligible for online access. Please refer to your [Member Service Agreement](#) for more information regarding your account. This service is available 24 hours a day, 7 days a week. However, the service may occasionally be unavailable due to system maintenance or other reasons. You must have access to a computer or mobile device with an internet connection and compatible web browser in order to use this service.

### Available Transactions

You can use the Premier Members Online and Mobile Banking Services to access your accounts with us. You may use the Online Banking Service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request check withdrawals from your share draft/checking and share/savings account;
- Transfer funds between your share draft/checking, share/savings account and Line of Credit;
- Access your Line of Credit for loan advancements;
- Download transaction information to personal financial management software from share draft/checking, share/savings and loan accounts;
- Make loan payments;
- Pay bills through Bill Pay from share draft/checking account;
- View statements;
- Apply for a new account or loan;
- Re-order checks for your checking Account;
- Change your User ID or password for the Service; and
- Receive and send electronic messages to the Premier Members. You understand that we may not immediately receive email communications that you send and will not take action based upon email requests until we actually receive your message and have reasonable opportunity to act. If you need to contact the Premier Members immediately, you may do so at [303.657.7000](tel:303.657.7000) or [1.800.468.0634](tel:1.800.468.0634) on Monday through Friday from 8:00 a.m. – 6:00 p.m. and Saturday from 9:00 a.m. – 1:00 p.m. MT (excluding applicable Federal or Premier Members holidays). You understand that we may require that you document any oral request in writing before taking some actions.

You may use the Mobile Banking Service to perform the following transactions:

- Obtain account balance information;
- View recent transactions and history of deposits, withdrawals, transfers, purchases and ATM activity;
- Locate a Premier Members ATM or CO-OP Network ATM;
- Locate a Premier Members branch or shared branch;
- Transfer funds between your share/savings and share draft/checking accounts;
- Pay bills through Bill Pay from share draft/checking account; and
- Make deposits via the mobile app

## Privacy

Premier Members will maintain the privacy and confidentiality of your account; however, we may disclose information about your electronic funds transfers in the following circumstances:

- As necessary to complete transfers or transactions
- To comply with government agency or court orders
- If you give your express written permission

## Audit/Investigation

You agree to cooperate with any audit/investigation conducted by Premier Members, including makes any device available for inspection and verifying account balances and specific transactions.

## Fees

Online banking is free to members, however additional fees may be assessed pursuant to the [Member Service Agreement](#) and at the discretion of Premier Members. These fees may include but are not limited to Non-Sufficient Funds Fee, Courtesy Pay Fee, and Stop Payment Fee.

## Financial Responsibility

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. Premier Members shall not be liable in any manner for such risk unless Premier Members fails to follow the procedures described in materials for use of the Online Banking Service. You assume exclusive responsibility for the consequences of any instructions you may give to Premier Members, for your failure to access the service properly in a manner prescribed by Premier Members, and for your failure to supply accurate input information, including, without limitation, any information contained in an application. You hereby indemnify and release Premier Members from any and all liability and agree not to make any claim against Premier Members or bring any action against Premier Members for honoring or allowing any transactions on your account where the password for that account was used (whether by you or by any third party, whether or not authorized by you). You agree to reimburse Premier Members for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of Premier Member's honoring or allowing transactions on the account where the password was used (whether by you or by any third party, whether or not authorized by you).

## Liability for Multiple Users of Your Account

You may be allowed to add authorized users to your account with access to Online Banking and Mobile Banking via Shared Access. This service is offered as a convenience to members but there is a certain risk to adding users to your account because you are responsible for all actions that person may initiate with respect to your account. If you authorize any third party as a user of your account, or provide your Login Credentials to any third party, you authorize us to complete transactions initiated by those third parties. You release us from any liability and agree not to make any claim against us for honoring or allowing any actions where you have authorized the person performing the action to use your account and/or you have given your Login Credentials to such person. You agree to indemnify and hold us harmless from and against any and all liability arising from such claims or actions. It is your responsibility to monitor and regularly review your authorized user settings including removing access.

## Premier Members Liabilities

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any Remote Banking service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

## Premier Members' Performance

You acknowledge and agree that Premier Members shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Premier Members in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. You acknowledge that Premier Members' systems and procedures established for providing the Services are commercially reasonable. You shall defend, indemnify, and hold Premier Members harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to the Services.

## Limitations

Premier Members shall have no liability to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement, and shall have no liability for not affecting an Entry, if:

- a. Premier Members receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- b. The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;

- c. Premier Members suspects a breach of the Security procedures;
- d. Premier Members suspects that the Member account has been used for illegal or fraudulent purposes; or
- e. Premier Members reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Premier Members will not be liable if you fail to report in a timely manner any error or discrepancy reflected in a Statement prepared by Premier Members, or if you fail to report a breach of a security procedure. Premier Members shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control. In no event will Premier Members be liable for any indirect, consequential, punitive or special damages. Premier Members will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

Account balance and transaction history may be limited to recent information and may be limited due to processing time or temporary holds. To facilitate certain transactions, Premier Members may place temporary holds on funds in your account. It is your obligation to ensure sufficient funds are on deposit at all times to cover your transactions.

### **Force Majeure**

Premier Members shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond Premier Members' reasonable control.

### **Member's Duty to Report Questions or Suspected Errors**

If you believe that a statement or receipt is incorrect, or should you need additional information, you must contact Premier Members within 60 days of the date of the statement on which the suspected error or question first appeared. You may call [303.657.7000](tel:303.657.7000) or write to: Member Services Department, Premier Members Credit Union, 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021. You should provide Premier Members with the following information:

- Full name and account number
- A description of the suspected error and why you believe it to be an error or require further information
- Date and dollar amount of the suspected error
- Any other information which you think will be helpful in resolving your concern
- Premier Members will respond to all written requests as agreed in the [Member Service Agreement](#) and [Business Service Agreement](#).

### **System Requirements**

To use this service, you must have a supported device with a supported operating system. We do not guarantee that your particular device, device camera, device operating system or mobile carrier will be compatible with the service. You understand that you must at your sole cost and expense, obtain and use a device that meets all technical requirements for the proper delivery of online banking serves and fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree that you may also incur and pay any and all expenses related to the use of online banking serves, including but not limited to telephone data service or Internet service charges. The technical requirements for use of this service may change at any time, without prior notice to you.

### **Termination**

Either party may terminate this Agreement. Members may terminate this agreement by providing written notice to Premier Members. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you shall promptly remit all unpaid monies due under this Agreement. Premier Members may immediately suspend or terminate your access to the Service in the event that Premier Members reasonably determines such suspension or termination is necessary in order to protect the Service or Premier Members from harm or compromise of integrity, security, reputation or operation. Premier Members' security interest in your Accounts will continue until the expiration of any time period for return of any an Item on which you may be liable.

### **Modification of Services**

Premier Members reserves the right to modify services from time to time without making prior notice to your statements (Electronic Statements). Before you can enroll in or access our Electronic Statement services ("eStatement"), the Electronic Signatures in Global and National Commerce Act (ESIGN) and other laws and regulations require us to obtain your affirmative consent to electronic delivery of your periodic account statements and associated disclosures required under Federal and/or State laws or regulations. Please read this Electronic Statement Disclosure and Agreement carefully and save/print a copy for your records.

### **Your Consent Is Required**

You must consent to electronic delivery of your Statements in order to enroll in our eStatement program. If you do not want to receive your Statements electronically, a paper statement will be provided (quarterly or monthly based on account an activity and statement reporting guidelines). If you do not consent to receiving your Statements electronically, our eStatement services will not be available to you. If after

reading this Disclosure, you wish to consent to electronic delivery of your Statements and enroll in our eStatement program, please acknowledge your consent as instructed.

## Enforcement

This Agreement shall be governed by the laws of the State of Colorado. In the event Premier Members brings legal action to enforce the Agreement, Premier Members shall be entitled to recovery of reasonable attorney's fees and costs, subject to applicable law. Should any one or more provisions of this Agreement be determined illegal or unenforceable by any relevant jurisdiction, such provision may be modified by the court but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

## Forgot Password Disclosure

Premier Members is entitled to act upon instructions received through any Online Banking Service under your username and password, without inquiring into the identity of the person using that username and password. Premier Members has no responsibility for establishing the identity of any person or determining the validity of any transaction or request. You agree that you will not, under any circumstances, disclose your username and/or password. You are liable for all transactions made or authorized using your username and password or one-time passcodes sent by text to your phone or email address you provide to us. You are responsible for any cost and security associated with your personal devices or devices you use.

You agree that if you give your username or password to anyone, or fail to safeguard its secrecy, you do so at your own risk and assume full liability for any and all transactions and requests and release Premier Members of any liability. You agree to notify Premier Members immediately in the event your password is lost, stolen or is otherwise compromised. You acknowledge that Premier Members will never ask for your password.

Select Apple and Android devices now support Facial Recognition (Face ID) or Fingerprint Recognition (fingerprint ID) or other biometric software to open and access your mobile devices, tablets and applications. Turning on this feature is done at your discretion. This software is not supported by Premier Members, as these services are offered through the phone/software developer or provider. By using the recognition software, you assume any and all risks. Using recognition software will replace the need for username and password. The same liabilities apply whether using username and password or recognition software to access your account. Affiliated services may have different eligibility and or certain credit criteria. Fees may also apply. Please see Premier Members [Consumer Rate & Fee Disclosure](#) and [Business Rate & Fee Disclosure](#), as amended from time to time. Access to Online Banking is required for full right of use (as permitted by Premier Members) to all affiliated products/services. For security, access to your account via associated services may have limits or access restrictions.

Premier Members may suspend any service with or without notice to you at any time. If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction. If you forget your username or password self-assist options are available. If after trying the self-assist options, should you require additional please call Member Services at [303.657.7000](tel:303.657.7000) or [1.800.468.0634](tel:1.800.468.0634).

## Stop Pay Disclosure

### Stop Payments

You may request a Stop Payment using the online banking system and it will be considered in writing. You may also ask Us orally to stop payment on a check. For any such request to remain valid, however, you must also supply Us with a written request within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order for Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of 6 months You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved check. If We do pay a check for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, we are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

### Checks and Other Account Access Devices

Any check or other account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

## Postdated, Stale or Overdraft Checks

You understand that postdating a check will have no effect on whether or not it is honored prior to or after the date of any such check. A stale check is any check received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft check, or other item presented for payment on Your Account without any liability.

## Check Safekeeping

Check Safekeeping is automatic on Your Account and Your cancelled checks will not be returned to You. You understand that cancelled checks retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved check.

## Periodic Statements

You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, you must notify Us of such discrepancies within 60 days from the date We furnished the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

## Amendments

This Agreement may be amended by Us at any time. We will provide You with a notice of amendment as required by law or regulation.

## Notification of Address Change

You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, you agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

## Waivers

You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

# Transfer Disclosure

This External Institution Transfer Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning external transfer services ("External Institution Transfers" or "EIT") offered by Premier Members. ("Premier Members Credit Union"). The words "we," "us," and "our" all are references to Premier Members. The word "account" means any one or more deposit accounts you have with the Premier Members. The word "external account" means any one or more deposit accounts you are an owner of or authorized signer (ability to deposit/withdraw funds) with another institution that is under United States jurisdiction. By using the service, you and any joint owners of your account, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. By entering into this Agreement, you can electronically transfer funds from your personal checking or savings account at Premier Members to an approved/verified personal checking or savings account that you own at another financial institution (an "External Account"). You can also electronically transfer funds from an External Account to your eligible Premier Members. Account. Each transfer you make to or from an External Account at another institution is called an "External Institution Transfer". Please also see [Member Service Agreement](#), [Business Service Agreement](#) and [Disclosures](#), [Consumer Rate & Fee Disclosure](#), and [Business Rate & Fee Disclosure](#), all amended from time to time. External Institution Transfers (EIT) Premier Members. External Institution Transfers are available as an additional service to members in good standing meeting certain credit criteria, who utilize Online Banking/Mobile Banking. The external funds transfer feature is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically.

## External Institution Transfer Definitions

**External Accounts** – accounts owned by you held by domestic financial institutions other than Premier Members.

**Inbound Transfer** – transfer of funds "to" your account at Premier Members from an external account.

**Outbound Transfer** – transfer of funds "from" your account Premier Members to an external account.

**Next Business Day Transfer** – funds are debited as early as the business day you initiate the external transfer request and credited within 1-2 business days after you initiate the external transfer request.

**ACH Network** - means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

**ACH Rules** – means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.

**NACHA** - means the National Automated Clearinghouse Association.

## Business Days

Our business days are Monday thru Friday, except holidays. External Institution Transfer Subject to the terms, provisions and conditions of this Agreement, Premier Members may provide External Institution Transfers for you to use. You may use the External Transfer Service to transfer

funds between any of your accounts at Premier Members and any of your approved External Accounts which you have provided the necessary information to us. Transfers must involve at least one account with Premier Members.

### **Enrollment, Verification and Approval of External Accounts**

The External Institution Transfer service is a feature within Online Banking. As part of the enrollment process, you will need to request approval of each Account that you wish to use with the Service. As a part of the enrollment process the external account number and ownership will be verified. This may be done with a test deposit, written verification from the other institution or any other means Premier Members deems necessary. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be credited to the Account. The test credit must be verified by you prior to Premier Members approving the external account for use. Once the account number and ownership have been validated Premier Members will review and approve the request if no further verification is deemed necessary.

### **Limited Power of Attorney**

In connection with any request to transfer funds using the External Institution transfer service, I hereby give to Premier Members a limited power of attorney and appoint Premier Members as my true and lawful attorney-in- fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from my Verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any EIT transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person (up to an including correcting errors). Once Premier Members has actual knowledge that I wish to cease using the EIT service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however, that any act done by Premier Members in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times my relationship with the financial institution that maintains each Verified Account is independent of Premier Members and my use of the EIT service. I shall not hold Premier Members responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it. I acknowledge and agree that when Premier Members originate a request for a transfer using the EIT service, Premier Members is acting as my agent. I agree to indemnify and hold harmless Premier Members my agent under this limited Power of Attorney.

### **External Transfer Service Fees and Charges**

I understand and agree that I am responsible for paying all fees associated with my use of the External Institution Transfer service. I authorize Premier Members charge my eligible Premier Members Account (or any other of my accounts at Premier Members) for any service fees and charges applicable to transfers requested through the External Institution Transfer service in accordance with Premier Member's fee schedule in effect at the time I make an External Institution Transfer request. Premier Members reserve the right to change the fees charged for the use of the External Institution Transfer service.

### **Limits on External Institution Transfers**

We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using the Service. Any transfer initiated on a day that is not a business day, counts toward the applicable limit for the next business day. You may not make external transfers in excess of limits described on the Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of External Transfer Service" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted.

### **Transfers Subject to the Rules of the Accounts**

Additionally, all external transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to affect any external transfers from or to an Account that you are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

### **Funds Availability**

Funds will be available according to Premier Members' Check Hold Policy and Funds Availability policy, as amended from time to time, which is incorporated herein by reference. Funds requested to be transferred will be credited to the non-Premier Members account according to the receiving Financial Institution's availability and transaction processing schedule. Processing cut-off time for scheduling external transfers is 3:00PM MST. Any external transfer request made after the cut-off time will be initiated the next business day. Requests for immediate transfer of funds cannot be cancelled. Pre- scheduled external transfer requests can be edited or canceled prior to cut- off time on the scheduled processing date. Please ensure that you have sufficient funds to affect any external transfers from your Accounts. We may at any time decline to affect any transfer that would draw upon insufficient funds or is believed to be in violation of applicable law. I hereby authorize Premier Members to deposit any amounts requested by me, by initiating credit entries to my Premier Members account as well as to my approved external accounts at other financial institutions. Further, I authorize Premier Members as well as the other institution (which is custodian to my approved external accounts) to accept and to credit any credit entries requested by me using the EIT service. In the event that Premier Members deposits funds erroneously into my Premier Members account or an approved external account, I authorize Premier Members to

debit my account for an amount not to exceed the original amount of the erroneous credit. This authorization is to remain in full force and effect until Premier Members has received written notice from me in such time and in such manner as to afford Premier Members reasonable opportunity to act on it, or Premier Members terminates my use of this service. I understand if I revoke this authorization, I shall immediately stop using the EIT service.

### **Currency of Funds Transfer**

The External Transfer service is available for funds transfers to Verified Accounts in the United States only and is made in U.S. dollars only.

### **Means of Transfer**

Premier Members may use the ACH Network to execute my External Transfer requests, but other methods of transfer may also be used. You authorize us to select any means we deem suitable to provide your external transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems such as automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period.

### **Financial Responsibility**

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. Premier Members shall not be liable in any manner for such risk unless Premier Members fails to follow the procedures described in materials for use of the Mobile Deposit service. You assume exclusive responsibility for the consequences of any instructions you may give to the Premier Members, for your failure to access the service properly in a manner prescribed by the Premier Members, and for your failure to supply accurate input information, including, without limitation, any information contained in an application. You hereby indemnify and release Premier Members from any and all liability and agree not to make any claim against Premier Members or bring any action against Premier Members for honoring or allowing any transactions on your account where the password for that account was used (whether by you or by any third party, whether or not authorized by you). You agree to reimburse Premier Members any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of Premier Member's honoring or allowing transactions on the account where the password was used (whether by you or by any third party, whether or not authorized by you).

### **Notice of Receipt Disclosure**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### **Provisional Payment Disclosure**

Credit given by us to you with respect to an Automated Clearing House credit entry is provisional until we receive final settlement for such entry through a federal reserve bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry i.e. the originator of the entry shall not be deemed to have paid you in the amount of such entry.

### **Choice of Law Disclosure**

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ACH and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payment shall be construed in accordance with and governed by the laws of the state of Colorado as provided by the operating rules of the National Automated Clearing House Associations, which are applicable to ACH transactions involving your account.

### **Information Relied Upon by Premier Members**

I acknowledge and agree that Premier Members is relying upon the information I provide in originating an EIT transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if EIT transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that Premier Members have no responsibility to investigate discrepancies between names and account numbers. Suspension and Reinstatement of Funds Transfer Service in the event that we at any time incur a problem with your use of the Service, including without limitation a fail in External Transfer Service to debit any of your Accounts or to collect with respect to any of your external transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree e that such action is reasonable for us to take in order to protect us from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "Member's Duty to Report Questions or Suspected Errors" below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the

Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Premier Members in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Limits on External Institution Transfers" above). Unauthorized External Transfers I understand that if an unauthorized External Institution Transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately. By providing such prompt notice, I may limit my personal liability of unauthorized transfers. Please see "Member's Duty to Report Questions or Suspected Errors" below.

## **System Requirements**

In order to participate in the EIT program you will need to provide or obtain access to the Internet via a compatible browser supporting current and prior major releases for Microsoft Edge, Mozilla Firefox, Safari (Apple/Mac users only), and Google Chrome.

## **Premier Members Liabilities**

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any Banking service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

## **Premier Members' Performance**

You acknowledge and agree that Premier Members shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Premier Members in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. You acknowledge that the Premier Members' systems and procedures established for providing the Services are commercially reasonable. You shall defend, indemnify, and hold Premier Members harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to the Services.

## **Limitation**

Premier Members shall have no liability to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement, and shall have no liability for not affecting an Entry, if: Premier Members receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law; The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question; Premier Members suspects a breach of the Security procedures; Premier Members suspects that the Member account has been used for illegal or fraudulent purposes; or Premier Members reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement. Premier Members will not be liable if you fail to report in a timely manner any error or discrepancy reflected in a Statement prepared by the Premier Members, or if you fail to report a breach of a security procedure. Premier Members shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control. In no event will Premier Members be liable for any indirect, consequential, punitive or special damages. Premier Members will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body. Indemnification You agree to indemnify, defend and hold harmless Premier Members, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the External Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your External Transfer account, of any intellectual property or other right of any person or entity.

## **Force Majeure**

Premier Members shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Premier Members' reasonable control. Member's Representations and Warranties. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to affect such external transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit Premier Members to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts. Your authorizations to Premier Members regarding any External Account will remain in full force until you terminate Services for that or all your External Accounts as provided herein in the section entitled "Termination" you agree that you will only attempt to register Accounts for which you have the authority to transfer funds. You will ensure your Premier Members account contact information is accurate. You will assist with any request for research/information from Premier Members or any external institution regarding any aspect/requirement of the EIT service.



## Updating Your Personal Information

You must keep us informed of any change in your telephone number, mailing address, or email address. Verification/Signatures are required to update account information. You may notify us of changes in any of the following ways:

1. By Postal mail:  
Premier Members Credit Union 360 Interlocken Blvd., Suite 200 Broomfield, CO 80021
2. Sending a secure message via Online Banking
3. By telephone during normal business hours:  
Member Services Department 303.657.7000 or 1.800.468.0634

You should provide Premier Members with the following information:

- Full name and account number
- A description of the suspected error and why you believe it to be an error or require further information
- Date and dollar amount of the suspected error
- Any other information which you think will be helpful in resolving your concern

Premier Members will respond to all written requests as agreed in the Agreements and Disclosures and Commercial Agreements and Disclosures. Termination of Either party may terminate this Agreement. Members may terminate this agreement by providing written notice to Premier Members Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you shall promptly remit all unpaid monies due under this Agreement. Premier Members may immediately suspend or terminate your access to the Service in the event that Premier Members reasonably determines such suspension or termination is necessary in order to protect the Service or Premier Members from harm or compromise of integrity, security, reputation or operation. Premier Member's security interest in your Accounts will continue until the expiration of any time period for return of any an Item on which you may be liable.

## Modification of Services

Premier Members reserves the right to amend the EIT program and/or the conditions of participation from time to time without making prior notice to you, including enlargement or restriction of services available through the EIT program. Your use of the EIT program after any change will indicate your agreement to the amendments and affirm your consent. Premier Members will make available to you electronically a copy of any amendments when required by applicable law.

This Electronic Services Disclosure and Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning Electronic Services offered by Premier Members Credit Union. The words "we," "us," and "our" all are references to Premier Members The word "account" means any one or more deposit accounts you have with the Premier Members. By using any Service, or any related product/service, you agree to the terms and conditions in this Agreement, and any amendments. Premier Members does not differentiate use of Online Banking or Premier Member's Mobile Application. Use of either service constitutes your acceptance of the terms and conditions, and any amendments in this agreement. You agree that Premier Members may, as permitted by law, provide all applicable disclosures to you electronically. Please also see [Member Service Agreement](#), [Business Service Agreement](#) and [Disclosures, Consumer Rate & Fee Disclosure](#), and [Business Rate & Fee Disclosure](#), all amended from time to time. Important notice regarding accessibility of services offered. If you have difficulty using or accessing any Online Banking Services or technology offered by Premier Members, please call 303.657.7000 or 1.800.468.0634 during normal business hours. We will work with you to provide the information or item(s) you seek through a communication method that is accessible for you.

## Remote Deposit Capture Disclosure

This Mobile Deposit Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Mobile Deposit services ("Mobile Deposit") offered by Premier Members ("Premier Members"). The words "we," "us," and "our" all are references to Premier Members. The word "account" means any one or more deposit accounts you have with the Premier Members. The word Mobile Deposit means the remote deposit capture service offered by Premier Members. By using the Mobile Deposit service, you and any joint owners of your account, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. Unless stated otherwise, the policies and agreements in this disclosure apply to all PMCU accounts when opting to use remote deposit services. Please also see the [Member Service Agreement](#), [Business Service Agreement](#) and [Disclosures, Consumer Rate & Fee Disclosure](#), and [Business Rate & Fee Disclosure](#), all amended from time to time.

## Mobile Deposit Service

Premier Members. Mobile Deposit is available as an additional service to members in good standing meeting certain credit criteria, who utilize Mobile Banking. Premier Members reserves the right, at its discretion to change, modify, add, or discontinue this service at any time without prior notice to you. This service is available 7 days a week, 24 hours a day. However, services may occasionally be unavailable due to system maintenance or other reasons. For additional support pertaining to mobile deposit please refer to the Mobile Banking section of [our website](#).

## Mobile Deposit Capture Process

Subject to the terms, provisions and conditions of this Agreement, Premier Members will provide Mobile Deposit to you. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by photographing the original checks and delivering the digital images and associated deposit information ("images") to our processor or us with your Mobile Device. Premier Members reserves the right to select the clearing agents through which Premier Members clears items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which Premier Members is a party. You also agree that you will not use this service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control. When using the service, you may experience technical or other difficulties. Premier Members does not assume responsibility for technical or other difficulties or any resulting damages that you may incur.

## Checks Deposited and Security Interest

You agree that you will only photograph and deposit a check as that term is defined in Federal Reserve Board Regulation CC ("Regulation CC"). You agree that the image of the check that is transmitted to Premier Members shall be deemed an "item" as that term is used in the Uniform Commercial Code (as adopted by Colorado). You agree that you will not use Mobile Deposit to deposit a check or any other items that:

- a. are payable to any person or entity other than an owner of the Account to which the item is to be deposited;
- b. are drawn on your Premier Members account
- c. are prohibited by the Premier Members' then current procedures governing the use of Mobile Deposit service or your Account or are in violation of any law, rule or regulation;
- d. you know or suspect, or should know or suspect, is a forged or fraudulent item or not otherwise authorized by the owner of the account on which the item is drawn;
- e. has been previously deposited whether as an original item, substitute check or image replacement document, without the Premier Members' express written consent;
- f. are drawn on financial institutions located outside the United States (including the District of Columbia);
- g. is a Remotely Created Check as that term is defined in Regulation CC, or
- h. which are not acceptable to Premier Members for deposit into an Account at Premier Members under its then current rules (collectively "Prohibited check"). If you deposit a Prohibited check into an Account using Mobile Deposit, you agree to indemnify and hold Premier Members harmless from and against any and all losses, costs and expenses (including reasonable attorney's fees) Premier Members may incur associated with any warranty, indemnity or other claim arising from or related thereto. You grant us a security interest in all funds now or in the future held by Premier Members in your account(s) to secure your obligations under this Agreement. We may terminate your Mobile Deposit service at any time, in our sole discretion, if we determine your use of Mobile Deposit is inconsistent with safe and sound banking practices.

## Funds Availability

Funds from deposited items will be available at the discretion of Premier Members and according to Premier Members' Check Hold Policy and Funds Availability policy, as amended from time to time, which is incorporated herein by reference.

## Business Days

Our business days are Monday thru Friday, except holidays.

## Deposit Acceptance

You agree that Premier Members may at any time, at its sole discretion, refuse to accept deposits of checks from you using the Mobile Deposit service. In the event that the Mobile Deposit capture services are interrupted or are otherwise unavailable, you may, at your option, deposit checks in-person at a Premier Members branch, via night drop (at select locations), U.S. mail, ATM or any other contractually acceptable method.

## System Requirements

To use this service, you must have a supported mobile device with a supported camera with a supported operating system; have a data plan for your device and download the Premier Members App to your mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the service. You understand that you must at your sole cost and expense, obtain and use a mobile device that meets all technical requirements for the proper delivery of Mobile Deposit and fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree that you may also incur and pay any and all expenses related to the use of Mobile Deposit, including but not limited to telephone data service or Internet service charges. The technical requirements for use of this service may change at any time, without prior notice to you.

## Mobile Deposit Security

You will complete each deposit promptly and via a secure connection. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits.

## Responsibility for Images

You must properly install and use all apps/software required by this Agreement for Mobile Deposit Services. In addition to the signatures of all payees, each item to be deposited using Mobile Deposit must be restrictively endorsed on the back of the item at the top "For Premier Members. Mobile Deposit Only". You must photograph the front and back of each item using the Mobile Deposit option within the Premier Members. Mobile App to capture the image and MICR encoding on, and other required data from each Check. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

## Deposit Requirements and Limits

There will be limits on remote deposit transactions and the monetary value of each remote deposit. These limits are determined by the type of account you have with PMCU and may change at any time, at the discretion of PMCU, without further notice to you. For current remote deposit limits, please call us or reference our website. If the total dollar value of the Mobile Deposit checks sent to Premier Members exceeds the limit, Premier Members may, at its option, refuse to accept the Mobile Deposit checks in excess of the Deposit/Item Limits. You agree that Mobile Deposit services will only be used to deposit checks drawn on financial institutions within the 50 United States (including the District of Columbia and excluding all other territories). You will deposit any checks not meeting this requirement in-person at a Premier Members branch, or by U.S. mail (fees may apply, please refer to [Consumer Rate & Fee Disclosure](#) and [Business Rate & Fee Disclosure](#), as amended from time to time). You must meet certain account qualifications to use the Mobile Deposit service. If at any time you fail to meet any of these criteria, Premier Members at its discretion can terminate service without warning.

## Check Retention & Destruction

After receipt by the Premier Members, any item transmission by you meant for deposit to your account, will be acknowledged by Premier Members using electronic means. Confirmation of receipt of the transmission does not mean a transaction is complete or guarantee funds will be credited to your account. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited using Mobile Deposit for 90 days from the date processed, after which, you shall properly destroy and dispose of such original checks. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Mobile Deposit Capture service) and (ii) unauthorized use of information derived from the original checks. Mark each item presented using Mobile Deposit with "Mobile Deposited on (date)" on the face and back of the item (in large font) after processing the item to limit the likelihood of double entry by you as well as to help with records retention requirements. Example: Mobile Deposited 2/14/2014. When you destroy, and dispose of, the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (i.e., through the use of competent copying equipment). If the original item is still in existence, you agree to promptly provide the item upon request by the Premier Members.

## Image and MICR Quality

In addition to the requirements of the Mobile Deposit, you agree that each Item photographed and deposited by you to your account will be of such quality and image that the following information can be clearly read and understood by sight review of the Item;

1. The amount of the Item;
2. The payee of the Item;
3. The signature of the drawer of the Item;
4. The date of the Item;
5. The number of the Item;
6. The information identifying the drawer and the paying financial institution that is preprinted on the Item, including the MICR line containing the ABA routing and transit number, the number of the account on which the Item is drawn, when encoded, the amount of the Item, and when encoded, the serial number and process control field of the Item;

All other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item. Each Mobile Deposit check shall also meet the requirements for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve System or any other regulatory agency or clearing house or association.

## Member's Representations and Warranties

You represent and warrant:

1. Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.

3. You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
4. There are no other duplicate images of the original check.
5. The original check was authorized by the drawer in the amount stated in the original check and to the payee(s) stated on the original check.
6. You are authorized to enforce and obtain payment of the original check.
7. You have possession of the original check and no party will submit the original check for payment.
8. That you will assist Premier Members and its processor in providing the Mobile Deposit services and resolving any errors, disputes, investigations, or other issues related to Mobile Deposit.
9. With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

### **Financial Responsibility**

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. Premier Members shall not be liable in any manner for such risk unless Premier Members fails to follow the procedures described in materials for use of the Mobile Deposit service. You assume exclusive responsibility for the consequences of any instructions you may give to the Premier Members, for your failure to access the service properly in a manner prescribed by the Premier Members, and for your failure to supply accurate input information, including, without limitation, any information contained in an application. You agree to be liable to Premier Members for any liability, loss, or expense as provided in this Agreement that Premier Members incurs as result of any dispute involving you accounts or services. You authorize Premier Members to deduct any such loss or expense from your account without prior notice to you.

### **Premier Members Liabilities**

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any Remote Banking service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

### **Premier Members' Performance**

You acknowledge and agree that Premier Members shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Premier Members in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. You acknowledge that the Premier Members' systems and procedures established for providing the Services are commercially reasonable. You shall defend, Indemnify, and hold Premier Members harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to the Services.

### **Limitation**

Premier Members shall have no liability to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement, and shall have no liability for not affecting an Entry, if:

1. Premier Members receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
3. Premier Members suspects a breach of the Security procedures;
4. Premier Members suspects that the Member account has been used for illegal or fraudulent purposes; or
5. Premier Members reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Premier Members will not be liable if you fail to report in a timely manner any error or discrepancy reflected in a Statement prepared by the Premier Members, or if you fail to report a breach of a security procedure. Premier Members shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control. In no event will Premier Members be liable for any indirect, consequential, punitive or special damages. Premier Members will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body. Force Majeure. Premier Members shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Premier Members' reasonable control. Member's Duty to Report Questions or Suspected Errors if you believe that a statement or receipt is incorrect, or should you need additional information, you must contact Premier Members within 60 days of the date of the statement on which the suspected error or question first appeared. You may call [303.657.7000](tel:303.657.7000) or write to: Member Services Department,

Premier Members Credit Union, 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021. You should provide Premier Members with the following information:

- Full name and account number
- A description of the suspected error and why you believe it to be an error or require further information
- Date and dollar amount of the suspected error
- Any other information which you think will be helpful in resolving your concern

Premier Members will respond to all written requests as agreed in the [Member Service Agreement](#) and [Business Service Agreement](#) and [Disclosures](#). Termination of either party may terminate this Agreement. Members may terminate this agreement by providing written notice to Premier Members. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you shall promptly remit all unpaid monies due under this Agreement. Premier Members may immediately suspend or terminate your access to the Service in the event that Premier Members reasonably determines such suspension or termination is necessary in order to protect the Service or Premier Members from harm or compromise of integrity, security, reputation or operation. Premier Members' security interest in your Accounts will continue until the expiration of any time period for return of any an Item on which you may be liable.

### **Modification of Services**

Premier Members reserves the right to modify the Mobile Deposit services from time to time without making prior notice to you.

### **Enforcement**

This Agreement shall be governed by the laws of the State of Colorado. In the event Premier Members brings legal action to enforce the Agreement, Premier Members shall be entitled to recovery of reasonable attorney's fees and costs, subject to applicable law. Should any one or more provisions of this Agreement be determined illegal or unenforceable by any relevant jurisdiction, such provision may be modified by the court but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

## **Bill Payment Terms and Conditions**

### **Service Definitions**

"Service" means the bill payment service offered by Premier Members Credit Union ("Credit Union"), through our designated Service Providers. In this Agreement, the terms "you", "your(s)" or "member" refer to the credit union member(s) to whom this Agreement applies (if this is a joint account, singular pronouns shall include each of you), and the terms "we", "us", "our(s)", and "Credit Union" refer to Premier Members Credit Union.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service, but has not begun processing.

"Service Provider" means companies that we have engaged (and their affiliates) to render some or all of the Service to you on our behalf.

### **Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select

a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller 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 Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Payment Account may be debited earlier than the Scheduled Payment Date.

### **The Service Guarantee**

Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. You agree the Credit Union will not be responsible for any late payment related charges or other damages which you may incur due to a properly scheduled payment posting after its Due Date.

### **Payment Authorization and Payment Remittance**

By providing the Credit Union with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

You are responsible for confirming your payments are accurate and timely received by your biller. We will attempt to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The Bill Payment application is not working properly and you know or have been advised by us, or any of our agents, about the malfunction before you execute the transaction;
3. You have not provided us with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

### **Payment Methods**

We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

### **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment through the Service it cannot be cancelled or edited. Therefore, a stop payment request must be submitted in order to cancel or edit a payment.

### **Stop Payment Requests**

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Service. Although we will attempt to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable [Consumer Rate & Fee Disclosure](#) and [Business Rate & Fee Disclosure](#).

### **Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Service.

### **Exception Payments**

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Service; however, Exception Payments are discouraged and must be

scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed by the Service. We have no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility.

## **Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller – We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller and at our sole discretion, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information. However, we are not required to do so.

Activation – Upon activation of the electronic bill feature we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **Exclusions of Warranties**

The service and related documentation are provided "As Is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

## **Password and Security**

If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in the "Errors and Questions" section below.

## **Your Liability for Unauthorized Transfers**

Immediately following your discovery of an unauthorized payment transaction, you agree to communicate with member service for the Service in the manner set forth in the "Notice to Us Regarding the Service" section of this disclosure set forth below. You acknowledge and agree that time is of the essence such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your Account has been lost or stolen, your liability is no more than \$50.00 should someone access your Account through the Service without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have

prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the reporting period.

### **Notice to Us Regarding the Service**

Except as otherwise stated, notice to us concerning the Site or the Service must be sent by postal mail to: 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021. We may also be reached at [800.468.0634](tel:800.468.0634) during normal business hours, or via secured messaging through online banking for questions and other purposes concerning the Service, but such telephone calls and messages will not constitute legal notices under this Agreement. You may also write us at 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021.

### **Errors and Questions**

(a) In case of errors or questions about your transactions, you should contact us as soon as possible as set forth in set forth in the "Notice to Us Regarding the Service" paragraph directly above. (b) If you think your periodic statement for your account is incorrect or you need more information about a transaction listed on the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you, or make available to you, the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.
4. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will inform you of the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

### **Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

### **Service Fees and Additional Charges**

You are responsible for paying all fees associated with your use of the Service. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. If a bill pay is processed in accordance with your instructions that overdraws your account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your deposit account contract. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. The charge for each expedited payment request will be the current charge for such service as set out in the applicable [Consumer Rate & Fee Disclosure](#) and [Business Rate & Fee Disclosure](#).

### **Failure or Returned Transactions**

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from us. In such case, you agree that:

1. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;



2. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;
3. You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Payment Account, or the transaction would exceed the credit or overdraft protection limit of your Payment Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Payment Account, including by ACH debit;
4. You will reimburse us and our Service Provider for any fees we incur in attempting to collect any amounts from you; and,
5. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

## **Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended by us from time to time. In such event, we shall provide notice to you in accordance with any application law or regulation. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

## **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made through your Service account, within the user interface of the Service or by contacting member service as set forth above. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **Service Termination, Cancellation, or Suspension**

We may terminate or amend this service at any point, without prior notice to you. In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact member service via one of the following: Calling [800.468.0634](tel:800.468.0634) during normal business hours, or via secured messaging through online banking. You may also write us at 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021.

Any payment(s) that have already been processed through the Service before the requested cancellation date will be completed by us. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. We may terminate or suspend service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **Biller Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use commercially reasonable efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from us, in our sole discretion.

## **Information Authorization**

Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Payment and Checking Accounts. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday

business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

## **Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Credit Union or Member Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **Service Providers**

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

## **Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **No Waiver**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union officer. No delay or omission on the part of the Credit Union 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 bar or waiver of any rights or remedies on future occasions.

## **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflicts of the law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us must be resolved exclusively by the Colorado District Court located in Boulder County, Colorado. You agree to submit to the personal jurisdiction of such courts for the purpose of resolution of such dispute and any matter connected to your use of the Services or your accounts with Premier Members Credit Union.

THE FOREGOING SHALL CONSTITUTE OUR AND OUR SERVICE PROVIDERS ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE OR ARE SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **EStatement and ENotices Disclosure**

Before you can enroll in, or access our Electronic Statement ("eStatement") and Electronic Notice ("eNotice") program, the Electronic Signatures in Global and National Commerce Act (ESIGN) and other laws and regulations require us to obtain your affirmative consent to electronic delivery of your periodic account statements, tax forms, notifications, and associated disclosures required under Federal and/or State laws or regulations. Please read this Electronic Statement and Notice Disclosure and Agreement carefully and save/print a copy for your records. Your Consent Is Required. You must consent to electronic delivery of your Statements and Notices in order to enroll in our eStatement and eNotice program. If you do not want to receive your Statements and Notices electronically, a paper document will be provided (quarterly or monthly based on account activity and reporting guidelines). If you do not consent to receiving your Statements and Notices electronically, our

eStatement and eNotices services will not be available to you. If after reading this Disclosure, you wish to consent to electronic delivery of your Statements and Notices and enroll in our eStatement and eNotice program, please acknowledge your consent as instructed. You are also agreeing to receive email notifications of important changes to your accounts or terms and conditions.

### **Agreement Acceptance**

You are agreeing that: You have read and agree to the terms and conditions. You are requesting that Premier Members make your Statements and Notices available to you electronically, by sending to your personal Internet e-mail address a notice that your Statement/Notice is available for viewing and a link to our Online Banking system where you can securely view your statement/notice electronically via the "e-Statements" icon. You can access Premier Members Online Banking service. You have either successfully logged in or will complete the registration process to gain access to this service. Should you encounter issues accessing your account through the Online Banking service, please notify Premier Member Services Department. If you change your e-mail address, you will notify us of the change so that we may continue to send your statements notifications electronically. You will also notify us of any changes in physical address or telephone number. Except as expressly provided in this Disclosure, your participation in the e-Statement and eNotices program does not change your rights and obligations related to your membership, as described in the Disclosure of Account Terms, which was provided to you at the time you established membership with the Premier Members, as amended by us from time to time and any other agreements and disclosures relevant to your account, including, without limitation, any fees disclosed therein. You agree, however, that when any such terms and conditions, agreement or disclosure includes a time period stemming from your receipt of a Statement/Notice from the Premier Members, such time period shall start or end, as applicable, on the date that we send to your personal internet e-mail address a notice that your document is available for viewing. You agree to the receipt of these disclosures in electronic format. Upon enrollment in the eStatement and eNotice program you will no longer receive paper copies of your statements and notices. Statements and Notices include information pertaining to all Shares/Deposit Accounts and Loan/Credit Card Accounts with the Premier Members. Statement attachments may also available electronically). Statements and Notices will be available electronically via the Online Banking system. Documents can be saved to your personal computer for longer record retention needs (secure file recommended).

### **System Requirements**

In order to participate in the e-Statement and eNotice program and receive and retain copies of your documents electronically you will need to provide or obtain access to the items below. Access to the Internet, a compatible browser supporting current and prior major releases for Microsoft Edge, Mozilla Firefox, Safari (Apple/Mac users only), and Google Chrome. Current and prior major release Adobe Acrobat Reader and a Printer if you want to create a paper copy of your documents. The technical requirements for use of this service may change at any time, without prior written notice to you.

### **Updating Your Personal Information**

You must keep us informed of any change in your telephone number, mailing address, or email address. Verification/Signatures are required to update account information. You may notify us of changes in any of the following ways:

- a. By postal mail:  
Premier Members Credit Union 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021
- b. By sending a secure message via Online Banking
- c. By telephone during normal business hours:
- d. Member Services Department at [303.657.7000](tel:303.657.7000) or [1.800.468.0634](tel:1.800.468.0634)

### **Your Rights and Options**

- a. Paper or Non-electronic Form. You are not required to enroll in the eStatement and eNotice program. You can continue to receive your document in the same format in which you currently receive them, including, if applicable, paper. If you would like to receive your documents electronically, however, you must enroll in the eStatement and eNotice program and agree to the terms set forth in this Disclosure.
- b. Withdrawal of Consent to Electronic Delivery. If at any time after you consent to electronic delivery of your documents you wish to withdraw your consent to electronic delivery of your Statements documents, you may contact Premier Members in writing and withdraw your consent to receive Electronic Delivery of your Premier Members documents. If you withdraw your consent, you will be un-enrolled in the eStatement and eNotice program and will no longer receive your documents electronically. Documents issued after your withdrawal is effective will be mailed to the address on file.
- c. Duration of Consent. If you consent to electronic delivery of your documents by signing below, your consent will apply to all Statements and Notices unless and until the earlier of your withdrawal of consent is received in writing, or Premier Members' discontinuation of electronic delivery services.
- d. Non-Electronic Copy. If, after you are enrolled in the eStatement and eNotice program and without withdrawing your consent to electronic delivery of Statements, you would like to obtain a paper copy of a document you should contact the Premier Members. There are fees associated with paper copies. Please refer to the [Consumer Rate & Fee Disclosure](#) and [Business Rate & Fee Disclosure](#) made available to you at the time of your Premier Members Membership opening. We will notify you of changes as required by law.

## Premier Members Right to Amend the Services

Premier Members reserves the right to amend or terminate the eStatement and eNotice program and/or the conditions of participation from time to time, including enlargement or restriction of services available to through the eStatement and eNotice program. Your use of the eStatement and eNotice program after any change will indicate your agreement to the amendments and affirm your consent to electronic delivery of Statements documents. Premier Members will electronically send you a copy of any amendments, when required by applicable law.

## Acceptance of e-Statement and eNotice Agreement and Consent to Receive Electronic Disclosures

I agree to the Terms and Conditions and consent to be bound by the terms of this Disclosure and to receive Statements and Notices electronically. If you opt not to consent, you will not be enrolled in the eStatement and eNotice program and will not receive Statements and Notices electronically.

## Notices

Before you can enroll in, or access our Electronic Statement ("eStatement ") and Electronic Notice ("eNotice") program, the Electronic Signatures in Global and National Commerce Act (ESIGN) and other laws and regulations require us to obtain your affirmative consent to electronic delivery of your periodic account statements, tax forms, notifications, and associated disclosures required under Federal and/or State laws or regulations. Please read this Electronic Statement and Notice Disclosure and Agreement carefully and save/print a copy for your records. Your Consent Is Required. You must consent to electronic delivery of your Statements and Notices in order to enroll in our eStatement and eNotice program. If you do not want to receive your Statements and Notices electronically, a paper document will be provided (quarterly or monthly based on account activity and reporting guidelines). If you do not consent to receiving your Statements and Notices electronically, our eStatement and eNotices services will not be available to you. If after reading this Disclosure, you wish to consent to electronic delivery of your Statements and Notices and enroll in our eStatement and eNotice program, please acknowledge your consent as instructed. You are also agreeing to receive email notifications of important changes to your accounts or terms and conditions.

### Agreement Acceptance

You are agreeing that: You have read and agree to the terms and conditions. You are requesting that Premier Members make your Statements and Notices available to you electronically, by sending to your personal Internet e-mail address a notice that your Statement/Notice is available for viewing and a link to our Online Banking system where you can securely view your statement/notice electronically via the "e-Statements" icon. You can access Premier Members Online Banking service. You have either successfully logged in or will complete the registration process to gain access to this service. Should you encounter issues accessing your account through the Online Banking service, please notify Premier Member Services Department. If you change your e-mail address, you will notify us of the change so that we may continue to send your statements notifications electronically. You will also notify us of any changes in physical address or telephone number. Except as expressly provided in this Disclosure, your participation in the e-Statement and eNotices program does not change your rights and obligations related to your membership, as described in the Disclosure of Account Terms, which was provided to you at the time you established membership with the Premier Members, as amended by us from time to time and any other agreements and disclosures relevant to your account, including, without limitation, any fees disclosed therein. You agree, however, that when any such terms and conditions, agreement or disclosure includes a time period stemming from your receipt of a Statement/Notice from the Premier Members, such time period shall start or end, as applicable, on the date that we send to your personal internet e-mail address a notice that your document is available for viewing. You agree to the receipt of these disclosures in electronic format. Upon enrollment in the eStatement and eNotice program you will no longer receive paper copies of your statements and notices. Statements and Notices include information pertaining to all Shares/Deposit Accounts and Loan/Credit Card Accounts with the Premier Members. Statement attachments may also available electronically). Statements and Notices will be available electronically via the Online Banking system. Documents can be saved to your personal computer for longer record retention needs (secure file recommended).

### System Requirements

In order to participate in the e-Statement and eNotice program and receive and retain copies of your documents electronically you will need to provide or obtain access to the items below. Access to the Internet, a compatible browser supporting current and prior major releases for Microsoft Edge, Mozilla Firefox, Safari (Apple/Mac users only), and Google Chrome. Current and prior major release Adobe Acrobat Reader and a Printer if you want to create a paper copy of your documents. The technical requirements for use of this service may change at any time, without prior written notice to you.

### Updating Your Personal Information

You must keep us informed of any change in your telephone number, mailing address, or email address. Verification/Signatures are required to update account information. You may notify us of changes in any of the following ways:

- a. By postal mail:  
Premier Members Credit Union 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021
- b. By sending a secure message via Online Banking
- c. By telephone during normal business hours:
- d. Member Services Department at [303.657.7000](tel:303.657.7000) or [1.800.468.0634](tel:1.800.468.0634)

## Your Rights and Options

- a. Paper or Non-electronic Form. You are not required to enroll in the eStatement and eNotice program. You can continue to receive your document in the same format in which you currently receive them, including, if applicable, paper. If you would like to receive your documents electronically, however, you must enroll in the eStatement and eNotice program and agree to the terms set forth in this Disclosure.
- b. Withdrawal of Consent to Electronic Delivery. If at any time after you consent to electronic delivery of your documents you wish to withdraw your consent to electronic delivery of your Statements documents, you may contact Premier Members in writing and withdraw your consent to receive Electronic Delivery of your Premier Members documents. If you withdraw your consent, you will be un-enrolled in the eStatement and eNotice program and will no longer receive your documents electronically. Documents issued after your withdrawal is effective will be mailed to the address on file.
- c. Duration of Consent. If you consent to electronic delivery of your documents by signing below, your consent will apply to all Statements and Notices unless and until the earlier of your withdrawal of consent is received in writing, or Premier Members' discontinuation of electronic delivery services.
- d. Non-Electronic Copy. If, after you are enrolled in the eStatement and eNotice program and without withdrawing your consent to electronic delivery of Statements, you would like to obtain a paper copy of a document you should contact the Premier Members. There are fees associated with paper copies. Please refer to the [Consumer Rate & Fee Disclosure](#) and [Business Rate & Fee Disclosure](#) made available to you at the time of your Premier Members Membership opening. We will notify you of changes as required by law.

## Premier Members Right to Amend the Services

Premier Members reserves the right to amend or terminate the eStatement and eNotice program and/or the conditions of participation from time to time, including enlargement or restriction of services available to through the eStatement and eNotice program. Your use of the eStatement and eNotice program after any change will indicate your agreement to the amendments and affirm your consent to electronic delivery of Statements documents. Premier Members will electronically send you a copy of any amendments, when required by applicable law.

## Acceptance of e-Statement and eNotice Agreement and Consent to Receive Electronic Disclosures

I agree to the Terms and Conditions and consent to be bound by the terms of this Disclosure and to receive Statements and Notices electronically. If you opt not to consent, you will not be enrolled in the eStatement and eNotice program and will not receive Statements and Notices electronically.

## ACH Terms and Conditions

This External Institution Transfer Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning external transfer services ("External Institution Transfers" or "EIT") offered by Premier Members. ("Premier Members Credit Union"). The words "we," "us," and "our" all are references to Premier Members. The word "account" means any one or more deposit accounts you have with the Premier Members. The word "external account" means any one or more deposit accounts you are an owner of or authorized signer (ability to deposit/withdraw funds) with another institution that is under United States jurisdiction. By using the service, you and any joint owners of your account, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. By entering into this Agreement, you can electronically transfer funds from your personal checking or savings account at Premier Members to an approved/verified personal checking or savings account that you own at another financial institution (an "External Account"). You can also electronically transfer funds from an External Account to your eligible Premier Members. Account. Each transfer you make to or from an External Account at another institution is called an "External Institution Transfer". Please also see [Member Service Agreement](#), [Business Service Agreement](#) and [Disclosures](#), [Consumer Rate & Fee Disclosure](#), and [Business Rate & Fee Disclosure](#), all amended from time to time. External Institution Transfers (EIT) Premier Members. External Institution Transfers are available as an additional service to members in good standing meeting certain credit criteria, who utilize Online Banking/Mobile Banking. The external funds transfer feature is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically.

## External Institution Transfer Definitions

**External Accounts** – accounts owned by you held by domestic financial institutions other than Premier Members.

**Inbound Transfer** – transfer of funds "to" your account at Premier Members from an external account.

**Outbound Transfer** – transfer of funds "from" your account Premier Members to an external account.

**Next Business Day Transfer** – funds are debited as early as the business day you initiate the external transfer request and credited within 1-2 business days after you initiate the external transfer request.

**ACH Network** - means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

**ACH Rules** – means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.

**NACHA** - means the National Automated Clearinghouse Association.

## **Business Days**

Our business days are Monday thru Friday, except holidays. External Institution Transfer Subject to the terms, provisions and conditions of this Agreement, Premier Members may provide External Institution Transfers for you to use. You may use the External Transfer Service to transfer funds between any of your accounts at Premier Members and any of your approved External Accounts which you have provided the necessary information to us. Transfers must involve at least one account with Premier Members.

## **Enrollment, Verification and Approval of External Accounts**

The External Institution Transfer service is a feature within Online Banking. As part of the enrollment process, you will need to request approval of each Account that you wish to use with the Service. As a part of the enrollment process the external account number and ownership will be verified. This may be done with a test deposit, written verification from the other institution or any other means Premier Members deems necessary. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be credited to the Account. The test credit must be verified by you prior to Premier Members approving the external account for use. Once the account number and ownership have been validated Premier Members will review and approve the request if no further verification is deemed necessary.

## **Limited Power of Attorney**

In connection with any request to transfer funds using the External Institution transfer service, I hereby give to Premier Members a limited power of attorney and appoint Premier Members as my true and lawful attorney-in- fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from my Verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any EIT transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person (up to an including correcting errors). Once Premier Members has actual knowledge that I wish to cease using the EIT service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however, that any act done by Premier Members in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times my relationship with the financial institution that maintains each Verified Account is independent of Premier Members and my use of the EIT service. I shall not hold Premier Members responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it. I acknowledge and agree that when Premier Members originate a request for a transfer using the EIT service, Premier Members is acting as my agent. I agree to indemnify and hold harmless Premier Members my agent under this limited Power of Attorney.

## **External Transfer Service Fees and Charges**

I understand and agree that I am responsible for paying all fees associated with my use of the External Institution Transfer service. I authorize Premier Members charge my eligible Premier Members Account (or any other of my accounts at Premier Members) for any service fees and charges applicable to transfers requested through the External Institution Transfer service in accordance with Premier Member's fee schedule in effect at the time I make an External Institution Transfer request. Premier Members reserve the right to change the fees charged for the use of the External Institution Transfer service.

## **Limits on External Institution Transfers**

We may from time to time for security and risk management reasons modify transfer limits, the frequency and the dollar amount of transfers you can make using the Service. Any transfer initiated on a day that is not a business day, counts toward the applicable limit for the next business day. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of External Transfer Service" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted.

## **Transfers Subject to the Rules of the Accounts**

Additionally, all external transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to affect any external transfers from or to an Account that you are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

## **Funds Availability**

Funds will be available according to Premier Members' Check Hold Policy and Funds Availability policy, as amended from time to time, which is incorporated herein by reference. Funds requested to be transferred will be credited to the non-Premier Members account according to the receiving Financial Institution's availability and transaction processing schedule. Processing cut-off time for scheduling external transfers is 3:00PM MST. Any external transfer request made after the cut-off time will be initiated the next business day. Requests for immediate transfer of funds cannot be cancelled. Pre-scheduled external transfer requests can be edited or canceled prior to cut- off time on the scheduled processing date. Please ensure that you have sufficient funds to affect any external transfers from your Accounts. We may at any time decline to affect any transfer that would draw upon insufficient funds or is believed to be in violation of applicable law. I hereby authorize Premier Members to deposit any amounts requested by me, by initiating credit entries to my Premier Members account as well as to my approved

external accounts at other financial institutions. Further, I authorize Premier Members as well as the other institution (which is custodian to my approved external accounts) to accept and to credit any credit entries requested by me using the EIT service. In the event that Premier Members deposits funds erroneously into my Premier Members account or an approved external account, I authorize Premier Members to debit my account for an amount not to exceed the original amount of the erroneous credit. This authorization is to remain in full force and effect until Premier Members has received written notice from me in such time and in such manner as to afford Premier Members reasonable opportunity to act on it, or Premier Members terminates my use of this service. I understand if I revoke this authorization, I shall immediately stop using the EIT service.

### **Currency of Funds Transfer**

The External Transfer service is available for funds transfers to Verified Accounts in the United States only and is made in U.S. dollars only.

### **Means of Transfer**

Premier Members may use the ACH Network to execute my External Transfer requests, but other methods of transfer may also be used. You authorize us to select any means we deem suitable to provide your external transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems such as automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period.

### **Financial Responsibility**

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. Premier Members shall not be liable in any manner for such risk unless Premier Members fails to follow the procedures described in materials for use of the Mobile Deposit service. You assume exclusive responsibility for the consequences of any instructions you may give to the Premier Members, for your failure to access the service properly in a manner prescribed by the Premier Members, and for your failure to supply accurate input information, including, without limitation, any information contained in an application. You hereby indemnify and release Premier Members from any and all liability and agree not to make any claim against Premier Members or bring any action against Premier Members for honoring or allowing any transactions on your account where the password for that account was used (whether by you or by any third party, whether or not authorized by you). You agree to reimburse Premier Members any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of Premier Member's honoring or allowing transactions on the account where the password was used (whether by you or by any third party, whether or not authorized by you).

### **Notice of Receipt Disclosure**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### **Provisional Payment Disclosure**

Credit given by us to you with respect to an Automated Clearing House credit entry is provisional until we receive final settlement for such entry through a federal reserve bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry i.e. the originator of the entry shall not be deemed to have paid you in the amount of such entry.

### **Choice of Law Disclosure**

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ACH and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payment shall be construed in accordance with and governed by the laws of the state of Colorado as provided by the operating rules of the National Automated Clearing House Associations, which are applicable to ACH transactions involving your account.

### **Information Relied Upon by Premier Members**

I acknowledge and agree that Premier Members is relying upon the information I provide in originating an EIT transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if EIT transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that Premier Members have no responsibility to investigate discrepancies between names and account numbers. Suspension and Reinstatement of Funds Transfer Service in the event that we at any time incur a problem with your use of the Service, including without limitation a fail in External Transfer Service to debit any of your Accounts or to collect with respect to any of your external transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you.

You understand and agree that such action is reasonable for us to take in order to protect us from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "Member's Duty to Report Questions or Suspected Errors" below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Premier Members in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Limits on External Institution Transfers" above). Unauthorized External Transfers I understand that if an unauthorized External Institution Transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately. By providing such prompt notice, I may limit my personal liability of unauthorized transfers. Please see "Member's Duty to Report Questions or Suspected Errors" below.

## **System Requirements**

In order to participate in the EIT program you will need to provide or obtain access to the Internet via a compatible browser supporting current and prior major releases for Microsoft Edge, Mozilla Firefox, Safari (Apple/Mac users only), and Google Chrome.

## **Premier Members Liabilities**

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any Banking service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

## **Premier Members' Performance**

You acknowledge and agree that Premier Members shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Premier Members in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. You acknowledge that the Premier Members' systems and procedures established for providing the Services are commercially reasonable. You shall defend, indemnify, and hold Premier Members harmless from and against all liability, damage, and loss arising out of any claims, suits or demands brought by third parties with respect to the Services.

## **Limitation**

Premier Members shall have no liability to you, or any other person or entity for any loss, damage, cost or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement, and shall have no liability for not affecting an Entry, if: Premier Members receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law; The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question; Premier Members suspects a breach of the Security procedures; Premier Members suspects that the Member account has been used for illegal or fraudulent purposes; or Premier Members reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement. Premier Members will not be liable if you fail to report in a timely manner any error or discrepancy reflected in a Statement prepared by the Premier Members, or if you fail to report a breach of a security procedure. Premier Members shall not be liable for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints or any other event beyond its control. In no event will Premier Members be liable for any indirect, consequential, punitive or special damages. Premier Members will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body. Indemnification You agree to indemnify, defend and hold harmless Premier Members, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the External Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your External Transfer account, of any intellectual property or other right of any person or entity.

## **Force Majeure**

Premier Members shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Premier Members' reasonable control. Member's Representations and Warranties. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to affect such external transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit Premier Members to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts. Your authorizations to Premier Members regarding any External Account will remain in full force until you terminate Services for that or all your External Accounts as provided herein in the section entitled "Termination" you agree that you will only attempt to register Accounts for which you have the authority to transfer funds. You will



ensure your Premier Members account contact information is accurate. You will assist with any request for research/information from Premier Members or any external institution regarding any aspect/requirement of the EIT service.

## Updating Your Personal Information

You must keep us informed of any change in your telephone number, mailing address, or email address. Verification/Signatures are required to update account information. You may notify us of changes in any of the following ways:

1. By Postal mail:  
Premier Members Credit Union 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021
2. sending a secure message via Online Banking
3. By telephone during normal business hours:  
Member Services Department 303.657.7000 or 1.800.468.0634

You should provide Premier Members with the following information:

- Full name and account number
- A description of the suspected error and why you believe it to be an error or require further information
- Date and dollar amount of the suspected error
- Any other information which you think will be helpful in resolving your concern
- Premier Members will respond to all written requests as agreed in the Agreements and Disclosures and Commercial Agreements and Disclosures. Termination of Either party may terminate this Agreement. Members may terminate this agreement by providing written notice to Premier Members Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (I) you will immediately cease using the Service, and (ii) you shall promptly remit all unpaid monies due under this Agreement. Premier Members may immediately suspend or terminate your access to the Service in the event that Premier Members reasonably determines such suspension or termination is necessary in order to protect the Service or Premier Members from harm or compromise of integrity, security, reputation or operation. Premier Member's security interest in your Accounts will continue until the expiration of any time period for return of any an Item on which you may be liable.

## Modification of Services

Premier Members reserves the right to amend the EIT program and/or the conditions of participation from time to time without making prior notice to you, including enlargement or restriction of services available through the EIT program. Your use of the EIT program after any change will indicate your agreement to the amendments and affirm your consent. Premier Members will make available to you electronically a copy of any amendments when required by applicable law.

This Electronic Services Disclosure and Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning Electronic Services offered by Premier Members Credit Union. The words "we," "us," and "our" all are references to Premier Members The word "account" means any one or more deposit accounts you have with the Premier Members. By using any Service, or any related product/service, you agree to the terms and conditions in this Agreement, and any amendments. Premier Members does not differentiate use of Online Banking or Premier Member's Mobile Application. Use of either service constitutes your acceptance of the terms and conditions, and any amendments in this agreement. You agree that Premier Members may, as permitted by law, provide all applicable disclosures to you electronically. Please also see [Member Service Agreement](#), [Business Service Agreement](#) and Disclosures, [Consumer Rate & Fee Disclosure](#), and [Business Rate & Fee Disclosure](#), all amended from time to time. Important notice regarding accessibility of services offered. If you have difficulty using or accessing any Online Banking Services or technology offered by Premier Members please call 303.657.7000 or 1.800.468.0634 during normal business hours. We will work with you to provide the information or item(s) you seek through a communication method that is accessible for you.

## Quick Login Disclosure

Premier Members is entitled to act upon instructions received through any Online Banking Service under your username and password, without inquiring into the identity of the person using that username and password. Premier Members has no responsibility for establishing the identity of any person or determining the validity of any transaction or request. You agree that you will not, under any circumstances, disclose your username and/or password. You are liable for all transactions made or authorized using your username and password or one-time passcodes sent by text to your phone or email address you provide to us. You are responsible for any cost and security associated with your personal devices or devices you use.

You agree that if you give your username or password to anyone, or fail to safeguard its secrecy, you do so at your own risk and assume full liability for any and all transactions and requests and release Premier Members of any liability. You agree to notify Premier Members immediately in the event your password is lost, stolen or is otherwise compromised. You acknowledge that Premier Members will never ask for your password.

Select Apple and Android devices now support Facial Recognition (Face ID) or Fingerprint Recognition (fingerprint ID) or other biometric software to open and access your mobile devices, tablets and applications. Turning on this feature is done at your discretion. This software is not supported by Premier Members, as these services are offered through the phone/software developer or provider. By using the recognition software, you assume any and all risks. Using recognition software will replace the need for username and password. The same liabilities apply whether using username and password or recognition software to access your account. Affiliated services may have different eligibility and or certain credit criteria. Fees may also apply. Please see Premier Members [Consumer Rate & Fee Disclosure](#) and [Business Rate & Fee Disclosure](#), as amended from time to time. Access to Online Banking is required for full right of use (as permitted by Premier Members) to all affiliated products/services. For security, access to your account via associated services may have limits or access restrictions.

Premier Members may suspend any service with or without notice to you at any time. If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction. If you forget your username or password self-assist options are available. If after trying the self-assist options, should you require additional please call Member Services at [303.657.7000](tel:303.657.7000) or [1.800.468.0634](tel:1.800.468.0634).

## ESign Registration Disclosure

Before you can enroll in, or access our Electronic Statement ("eStatement") and Electronic Notice ("eNotice") program, the Electronic Signatures in Global and National Commerce Act (ESIGN) and other laws and regulations require us to obtain your affirmative consent to electronic delivery of your periodic account statements, tax forms, notifications, and associated disclosures required under Federal and/or State laws or regulations. Please read this Electronic Statement and Notice Disclosure and Agreement carefully and save/print a copy for your records. Your Consent Is Required. You must consent to electronic delivery of your Statements and Notices in order to enroll in our eStatement and eNotice program. If you do not want to receive your Statements and Notices electronically, a paper document will be provided (quarterly or monthly based on account activity and reporting guidelines). If you do not consent to receiving your Statements and Notices electronically, our eStatement and eNotices services will not be available to you. If after reading this Disclosure, you wish to consent to electronic delivery of your Statements and Notices and enroll in our eStatement and eNotice program, please acknowledge your consent as instructed. You are also agreeing to receive email notifications of important changes to your accounts or terms and conditions.

### Agreement Acceptance

You are agreeing that: You have read and agree to the terms and conditions. You are requesting that Premier Members make your Statements and Notices available to you electronically, by sending to your personal Internet e-mail address a notice that your Statement/Notice is available for viewing and a link to our Online Banking system where you can securely view your statement/notice electronically via the "e-Statements" icon. You can access Premier Members Online Banking service. You have either successfully logged in or will complete the registration process to gain access to this service. Should you encounter issues accessing your account through the Online Banking service, please notify Premier Member Services Department. If you change your e-mail address, you will notify us of the change so that we may continue to send your statements notifications electronically. You will also notify us of any changes in physical address or telephone number. Except as expressly provided in this Disclosure, your participation in the e-Statement and eNotices program does not change your rights and obligations related to your membership, as described in the Disclosure of Account Terms, which was provided to you at the time you established membership with the Premier Members, as amended by us from time to time and any other agreements and disclosures relevant to your account, including, without limitation, any fees disclosed therein. You agree, however, that when any such terms and conditions, agreement or disclosure includes a time period stemming from your receipt of a Statement/Notice from the Premier Members, such time period shall start or end, as applicable, on the date that we send to your personal internet e-mail address a notice that your document is available for viewing. You agree to the receipt of these disclosures in electronic format. Upon enrollment in the eStatement and eNotice program you will no longer receive paper copies of your statements and notices. Statements and Notices include information pertaining to all Shares/Deposit Accounts and Loan/Credit Card Accounts with the Premier Members. Statement attachments may also available electronically. Statements and Notices will be available electronically via the Online Banking system. Documents can be saved to your personal computer for longer record retention needs (secure file recommended).

### System Requirements

In order to participate in the e-Statement and eNotice program and receive and retain copies of your documents electronically you will need to provide or obtain access to the items below. Access to the Internet, a compatible browser supporting current and prior major releases for Microsoft Edge, Mozilla Firefox, Safari (Apple/Mac users only), and Google Chrome. Current and prior major release Adobe Acrobat Reader and a Printer if you want to create a paper copy of your documents. The technical requirements for use of this service may change at any time, without prior written notice to you.

### Updating Your Personal Information

You must keep us informed of any change in your telephone number, mailing address, or email address. Verification/Signatures are required to update account information. You may notify us of changes in any of the following ways:

- a. By postal mail:  
Premier Members Credit Union 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021
- b. By sending a secure message via Online Banking

- c. By telephone during normal business hours:
- d. Member Services Department at [303.657.7000](tel:303.657.7000) or [1.800.468.0634](tel:1.800.468.0634)

## Your Rights and Options

- a. Paper or Non-electronic Form. You are not required to enroll in the eStatement and eNotice program. You can continue to receive your document in the same format in which you currently receive them, including, if applicable, paper. If you would like to receive your documents electronically, however, you must enroll in the eStatement and eNotice program and agree to the terms set forth in this Disclosure.
- b. Withdrawal of Consent to Electronic Delivery. If at any time after you consent to electronic delivery of your documents you wish to withdraw your consent to electronic delivery of your Statements documents, you may contact Premier Members in writing and withdraw your consent to receive Electronic Delivery of your Premier Members documents. If you withdraw your consent, you will be un-enrolled in the eStatement and eNotice program and will no longer receive your documents electronically. Documents issued after your withdrawal is effective will be mailed to the address on file.
- c. Duration of Consent. If you consent to electronic delivery of your documents by signing below, your consent will apply to all Statements and Notices unless and until the earlier of your withdrawal of consent is received in writing, or Premier Members' discontinuation of electronic delivery services.
- d. Non-Electronic Copy. If, after you are enrolled in the eStatement and eNotice program and without withdrawing your consent to electronic delivery of Statements, you would like to obtain a paper copy of a document you should contact the Premier Members. There are fees associated with paper copies. Please refer to the [Consumer Rate & Fee Disclosure](#) and [Business Rate & Fee Disclosure](#) made available to you at the time of your Premier Members Membership opening. We will notify you of changes as required by law.

## Premier Members Right to Amend the Services

Premier Members reserves the right to amend or terminate the eStatement and eNotice program and/or the conditions of participation from time to time, including enlargement or restriction of services available to through the eStatement and eNotice program. Your use of the eStatement and eNotice program after any change will indicate your agreement to the amendments and affirm your consent to electronic delivery of Statements documents. Premier Members will electronically send you a copy of any amendments, when required by applicable law.

## Acceptance of e-Statement and eNotice Agreement and Consent to Receive Electronic Disclosures

I agree to the Terms and Conditions and consent to be bound by the terms of this Disclosure and to receive Statements and Notices electronically. If you opt not to consent, you will not be enrolled in the eStatement and eNotice program and will not receive Statements and Notices electronically.

# Courtesy Pay Opt-In Disclosure

## What You Need To Know About Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have [Courtesy Pay Standard Coverage](#) that comes with your account.
2. We also offer [overdraft protection plans](#), such as a link to a savings account or line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.
3. This notice explains our [Courtesy Pay Standard Coverage](#).

## What Are the Courtesy Pay Standard Coverage Overdraft Practices That Come with My Account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments
- We will not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):
  - ATM transactions
  - Every day, one-time debit card transactions
  - We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

## What Fees Will I Be Charged If Premier Members Credit Union Pays My Overdraft?

Under our Courtesy Pay Standard Coverage option:

- We will charge you a fee of \$32.00 each time we pay an overdraft

- The maximum number of overdraft fees we can charge you for overdrawing your account is 5 per day.

## What If I Want Premier Members Credit Union to Authorize and Pay Overdrafts on My ATM and Everyday Debit Card Transactions?

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call [303.657.7000](tel:303.657.7000), email us at [info@pmcu.org](mailto:info@pmcu.org), or complete the form below to Opt-In to Courtesy Pay Extended Coverage and present it at a branch or mail it to: 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021. You can revoke your authorization for Premier Members Credit Union to pay these overdrafts at any time by any of the above methods. Your revocation must include both your name and your account number so that we can properly identify your account.

## Disclosure for Overdraft Protection

Please refer to your [Member Service Agreement](#) for more information regarding overdrafts and overdraft protection.

## Opening an Account Disclosure

As an existing member of Premier Members Credit Union, you are able to add additional share accounts (i.e. Holiday Club, Certificates, Money Market, etc.) to your existing account.

View [Member Service Agreement](#)

View [Consumer Rate & Fee Disclosure](#)

View [Other Disclosures](#)

Choosing a credit union over a bank is one of the smartest financial decisions one can make. On average, credit unions are able to offer better rates and lower fees than any bank. This is because all credit union profits are passed directly back to their members. What that means for you is higher rates on savings and certificates and much lower rates on loans! In addition to that immediate impact to your personal financial bottom line, there are many other benefits to banking with a credit union.

...You already know all of that, you are already a member! We appreciate your membership. Here you can add additional shares to your existing account with us.

## Business Registration Disclosure

### Business Online Banking Agreement: Additional Terms

This section of the Agreement sets forth additional terms and conditions applicable to your use of the Business Online Banking Services "Services". Except where modified by this Agreement, all the existing terms and conditions of your [Business Membership and Account Agreement](#), and this Agreement remain in effect.

### Login Credentials

Your Login Credentials is the agreed upon security procedure required to access your online banking. You agree to maintain appropriate confidentiality and security of these Credentials. You agree to indemnify and hold the credit union harmless from any loss, cost, or damage resulting from your negligence or failure to maintain appropriate security of your Credentials. For additional information regarding unauthorized transactions on your account, please see the "Your Responsibilities" section of this Disclosure. We may require you to re-set your Login Credentials at any time and at our discretion.

### Your Master User and Sub-Users

Certain memberships may have access to our Business Online Banking services. If your membership does qualify for these services, you will have the ability to designate a Master User to manage your services and the Master User will be able add other persons as Sub-Users. Any Master User or Sub-User so designated shall be your Agent and shall be bound to the terms and conditions of this Agreement. This feature is offered as a convenience to our members but opting to use this feature carries a certain level of risk to you because you shall remain responsible for any and all actions or transactions initiated or carried out by any designated Master User or Sub-User. It is your responsibility to monitor and regularly review your authorized user settings.

### Liability for Multiple Users of Your Account

If you authorize any third party as a user of your account, or provide your Login Credentials to any third party, you authorize us to complete transactions initiated by those third parties. You release us from any liability and agree not to make any claim against us for honoring or allowing any actions where you have authorized the person performing the action to use your account and/or you have given your Login

Credentials to such person. You agree to indemnify and hold us harmless from and against any and all liability arising from such claims or actions.

## Master User

You will access and use the Business Online Banking through your Master User, who you authorize as your agent to take any and all actions on your behalf to enroll you in the Business Online Banking, including those Services requiring separate enrollment such as ACH origination, Bill Pay, external funds transfer, and online statements, and to initiate or originate any and all actions or transactions available via Business Online Banking services. By adding other persons as Sub-Users you agree to deliver a copy of this Agreement and the [Business Membership and Account Agreement](#) to the Sub-user.

**Sub-Users:** You further authorize your Master User to add other persons as users of your Business Online Banking services and designate which of your accounts they may access and the level of activity in which they can engage in such accounts ("Sub-Users"). Accordingly, you hereby authorize each Sub-User to act on your behalf based on the rights that your Master User delegates to such Sub-Users. The designation of your Master User and Sub-Users, if any, as your authorized agents to engage in Business Online Banking services will be considered the authorization for all other account owners. Therefore, any and all actions or transactions undertaken or originated by your Master User and Sub-Users on an account, including those you did not want or intend, are transactions that are authorized by you and you are responsible for those transactions.

- Setup and Use of Premier Member's Online and Mobile Banking Service
- Access to the Premier Members Online Banking Service
- The Premier Members Online and Mobile Banking Services are generally accessible 24 hours a day, seven days a week. However, at certain times, some or all of the Services may not be available due to system maintenance or other unforeseeable problems.

We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you've paid.

## Account Access

You can access all of your Accounts at Premier Members through the Services. We will provide you with instructions on how to set up the Services. These instructions are incorporated herein by reference and constitute part of this Agreement. When using the Services, you must, when prompted, enter your Login Credentials. By entering the correct information, you will have direct access to your Premier Members Accounts. If you authorize anyone to use your Premier Members Online and Mobile Banking password or PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Premier Members and changing your Premier Members Online and Mobile Banking password or PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Premier Members Online and Mobile Banking password or PIN is changed. If you fail to maintain or change the security of your Premier Members Online and Mobile Banking password or PIN and the Premier Members suffers a loss, we may terminate your electronic funds transfer and account services immediately.

## Equipment Requirements

In order to use the Online Banking Service, you must have a personal computer, operating system and telecommunications connections to the Internet and capable of supporting the below requirements. In an effort to provide the highest degree of confidentiality and security, we require the use of a browser that provides encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized people to read your information. We recommend you protect your valuable financial information by using the most secure encryption available. The Premier Members is not liable for losses resulting from the use of 40-bit encryption. If you elect to use the 40-bit browser, this implies your acceptance of that risk. In order to use the Mobile Banking Service, you must have a smart phone or other Internet-connected device with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability, and you must be enrolled in the Online Banking Services with an active password or PIN. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information. You are responsible for providing any equipment, services or advice related to equipment necessary to interface with the Premier Members' or our Agent's system. Neither the Premier Members or Agent are responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions. These hardware and software requirements may change from time to time with advances in technology and upgrades to the Service.

In addition, you must have: An e-mail account and e-mail software capable of retrieving, reading and responding to emails; and Sufficient electronic storage capacity on your computer's or device's hard drive or other data storage unit.

## Available Transactions

You can use the Premier Members Online and Mobile Banking Services to access your accounts with us. You may use the Online Banking Service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request check withdrawals from your share draft/checking and share/savings account;

- Transfer funds between your share draft/checking, share/savings account and Line of Credit;
- Access your Line of Credit for loan advancements;
- Download transaction information to personal financial management software from share draft/checking, share/savings and loan accounts;
- Make loan payments;
- Pay bills through Bill Pay from share draft/checking account;
- View statements;
- Apply for a new account or loan.
- Re-order checks for your checking Account.
- Change your User ID or password for the Service.
- View and modify your authorized user settings.
- Receive and send electronic messages to the Premier Members. You understand that we may not immediately receive email communications that you send and will not take action based upon email requests until we actually receive your message and have reasonable opportunity to act. If you need to contact the Premier Members immediately, you may do so at [303.657.7000](tel:303.657.7000) or [1.800.468.0634](tel:1.800.468.0634) on Monday through Friday from 8:00 a.m. – 6:00 p.m. and Saturday from 9:00 a.m. – 1:00 p.m. MT (excluding applicable Federal or Premier Members holidays). You understand that we may require that you document any oral request in writing before taking some actions.

You may use the Mobile Banking Service to perform the following transactions:

- Obtain account balance information;
- View recent transactions and history of deposits, withdrawals, transfers, purchases and ATM activity;
- Locate a Premier Members ATM or CO-OP Network ATM;
- Locate a Premier Members branch or shared branch;
- Transfer funds between your share/savings and share draft/checking accounts;
- Pay bills through Bill Pay from share draft/checking account; and
- Make deposits via the mobile app Limitations on Transactions

### **Additional Information about the Premier Members Online and Mobile Banking Service**

**a. Processing Fund Transfers**

We can process a fund transfer immediately if sufficient funds are available in your account. When you schedule a funds transfer using the Service, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction.

**b. Canceling Fund Transfers**

You may cancel a pending fund transfer transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the date the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

**c. Documentation**

Transfers and withdrawals transacted through the Service will be recorded on your periodic statement which will be sent by mail or electronically if you have requested an electronic statement. A monthly account statement will be made available to you, unless there are no transactions in a particular month. In any case, a statement will be made available to you on all your accounts at least quarterly. Transactions are also available within the 'Transactions' tab in the 'Account' page of the Service.

**d. Fees**

There are certain charges for the Service as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. Please refer to Premier Members [Consumer Rate & Fee Disclosure](#) and [Business Rate & Fee Disclosure](#). The Services are currently free to all members. However, you may incur other charges. These include charges for: Normal checking and savings account fees and service charges; Long-distance, toll or other telecommunications charges; and Internet service provider fees.

### **Premier Members Cash Management Service Fee**

You may be allowed access the Cash Management Service. You may use this service to obtain balances and transaction information from your eligible accounts, transfer funds between eligible accounts, and access Stop Payment Service, ACH Origination Service, and Authorization to Debit Account for Service Fees, if you are eligible for those services and you have opted to use them. There may be fees charged whether or not you use the service. If you do not use the service for a period of three months, we reserve the right to discontinue your service without notice to you

To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed under (a) this Agreement. (b) the terms and conditions of any loan that you have with us, or (c) the terms or conditions of your conditions of your [Business Membership and Account Services Agreement](#).

## Limitations of Premier Members' Responsibilities

**Our Liability:** You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Premier Members, or by Internet browser providers, or by Internet access providers or by the Service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, the Service, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Service and may have referred to such communications as "secured", we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law.

Premier Members will not be liable for the following: If, through no fault of ours, you do not have enough money in your Account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable. If you used the wrong security code or you have not properly followed any applicable computer, device or Premier Members user instructions for making transfer transactions. If your computer or device fails or malfunctions or the phone or cable lines or Premier Members computer system was not properly working, and such problem should have been apparent when you attempted such transaction. If circumstances beyond our control (such as earthquake, fire, flood, telecommunication outages or strikes, equipment or power failure, computer downtime, or interference from an outside force) prevent making the transaction. If the funds in your account are subject to an administrative hold, legal process, or other claim. If you have not given the Premier Members complete, correct, and current instructions so the Premier Members can process a transfer. If, through no fault of ours, a funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you. If the error was caused by a system beyond the Premier Members' control such as a telecommunications system, an Internet service provider, any computer virus, or problems related to software not provided by the Premier Members.

## Member Rights and Liability

### Privacy and Confidentiality

We regard your privacy and security with the utmost importance and are committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information regarding your accounts and financial relationships at the time of enrollment. Please view the Premier Members [Privacy Policy](#) for more information on the Premier Members' privacy agreement. We will collect only such information as you knowingly provide to us or specifically authorize us to obtain on your behalf. Our priority is to keep this information secure and to use it only as you authorize us. This information is necessary to create your user profile, which allows you to access the Service. However, we may disclose personal information about you to third parties in certain instances:

1. If we have entered into an agreement with another party to provide any of the Premier Members Online or Mobile Banking Services. In this case, we will provide that party with information about your Account, your Transfers, and your communications with us in order to carry out your instructions;
2. If it is necessary for completing Transfers or otherwise carrying out your instructions;
3. In order to comply with applicable laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or
4. If you otherwise give us your specific permission.

## Your Responsibilities

You are responsible for all transfers you authorize using the Services under this Agreement. If you permit other persons to use your Premier Members Online or Mobile Banking Login Credentials, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password or PIN and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Premier Members Online or Mobile Banking 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 password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

## In Case of Errors or Questions About Your Transactions

Call us or write us at the telephone number or address listed on your statement, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. 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.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for ATM/debit card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45 days (90 days if the transfer involved a new account, point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for ATM/debit card point-of-sale transactions and 20 business days if the transfer involved a new account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## Termination

The Services will remain in effect until terminated by you or us. We may terminate any service in our sole and absolute discretion at any time without notice to you. You may cancel the Services at any time by notifying us of your intent to cancel via the information below. Address: 360 Interlocken Blvd. Suite 200 Broomfield, CO 80021. Phone: [303.657.7000](tel:303.657.7000).

## Changes in Terms and Other Amendments

Premier Members may change the Services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. Your use of these services after any such change will evidence your agreement to any changes. Rejection of the new, modified or amended terms will constitute your termination/cancellation of any services provided pursuant to this Agreement. Upon such termination/cancellation you will remain responsible to pay any sums owed to us pursuant to your existing Agreements with us.

## Other Provisions

**Enforcement:** In the event either party brings a legal action to enforce this Agreement or collect any funds due on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Colorado law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement. The Premier Members can delay enforcing any of the provisions of this Agreement or the law any number of times without losing its right to enforce them at a later date.

## Hours of Operation

Our representatives are available to assist you at [303.657.7000](tel:303.657.7000) on Monday through Friday from 8:00 a.m. – 6:00 p.m. and Saturday from 9:00 a.m. – 1:00 p.m. MT (excluding applicable Federal or Premier Members holidays). You can also visit one of our [branch locations](#).

## Scope of Agreement

This Agreement represents our complete agreement with you relating to our provision of the Services. No other statement, oral or written, including language contained in [our website](#) unless otherwise noted, is part of this Agreement.



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