

## **Access Softek Mobile Banking Agreement**

This AGREEMENT is the contract which covers your and our rights and responsibilities concerning Credit Union of the Rockies Online Electronic/PC Access (“Credit Union of the Rockies E-banking”) services offered to you by Credit Union of the Rockies (“Credit Union”). In this agreement, the words “you” and “yours” mean those who submit a Credit Union of the Rockies Online Authorization Form and any authorized users. The word “account” means any one or more share and loan accounts you have with the Credit Union. By submitting the Credit Union of the Rockies Online authorization for the Credit Union of the Rockies E-banking, you agree to the following terms governing your and our rights and responsibilities concerning the Credit Union of the Rockies Online electronic funds transfer services. Electronic funds transfer (“EFTs”) are electronically initiated transactions through Credit Union of the Rockies E-banking and Bill Payment transactions involving your deposits.

### **I. Credit Union of the Rockies Online Services:**

Upon approval, you may use your personal computer to access your accounts. You must use your member number along with your security code to access your accounts. The Credit Union of the Rockies E-banking service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer and a web browser. The online address for the Credit Union of the Rockies E-banking service is [www.curockies.org](http://www.curockies.org). You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the Credit Union of the Rockies E-banking service to: i. Transfer funds between your Savings and Checking accounts. ii. Transfer funds to accounts of other members you authorize for any of your accounts. iii. Review account balance, transaction history, direct and tax information for any of your accounts. iv. Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information and past statement of yours. V. Make bill payments from your checking account using the Bill Payment service. vi. Request a withdrawal from any Savings or Checking by check mailed to you. vii. Communicate with the Credit Union using the electronic mail (E-mail) feature. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account and overdraft privilege will be subject to your Loan Agreement and Disclosures, your Overdraft Privilege Account Disclosure, as applicable. The Credit Union does not make any warranty, express or implied, to you regarding the Quicken or Money software programs including but not limited to any warranty of merchantability or fitness for a particular purpose.

### **II. Credit Union of the Rockies Online Service Limitations.**

The following limitations on Credit Union of the Rockies Online transactions may apply: i. Transfers. You may make funds transfer to your other accounts as often as you like. However, transfer from your savings or money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this

Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. ii. Account information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for the transfer or withdrawal may be limited due to the processing time from any ATM deposit transactions and our Funds Availability Policy. iii. E-mail. You may also use the e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union. iv. Bill Payments. 1. Bill Payment Transactions. You authorize us to process bill payments from your designated account. You may use the Bill Payment service to initiate three different types of payment transactions: a. "Today" payments are payments that are not reoccurring. The payments can be canceled or changed through Bill Payment up **until 10:00 p.m.** before your Scheduled Debit Date. b. "Future" payments are payments that you initiate each payment by setting the payment amount and due date. The payment can be canceled or changed through Bill Payment up **until 10:00 p.m.** before the Scheduled Debit Date. c. "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the Bill Payment system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Bill Payment up **until 10:00 p.m.** before the Scheduled Debit Date. 2. Number of Authorized Payees. There is no limit to the number of payments you may schedule to payees located in the United States. You may not make payments to a federal, state or local governments or other categories of payees we designate from time to time. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account or any other account you designate. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. 3. Processing Payments. The amount of your requested bill payments will be deducted from your account on the Scheduled Debit Date and will be processed by us on that date or the next business day should the processing date fall on a weekend or holiday. Therefore, you must have sufficient funds available to cover your payment

on the Scheduled Initiation Date. Bill payments are delivered to the payee either electronically, which may take up to five business days from the Scheduled Debit Date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the Scheduled Debit Date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

4. Canceling or Changing Bill payments. Payments designated as "Today" transactions cannot be stopped, canceled or changed once your Bill Payment session has ended. You may cancel or stop payment on Future and Recurring bill payments instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Bill Payment service, you may electronically edit or cancel your payment request through the Bill Payment service. Your cancellation request must be entered and transmitted through the Bill Payment service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on a recurring bill payment transaction, not using the Bill Payment service, the Credit Union must receive your oral stop payment request at least three (3) business days before the Scheduled Debit Date. You may call the Credit Union to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

### III. Security of Access Code.

The personal identification number (Password) or access code (access code) that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Credit Union of the Rockies E-banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code 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 access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

### IV. Member Liability.

You are responsible for all transfers you authorize using the Credit Union of the Rockies E-banking services under this Agreement. If you permit other persons to use your access code, you

are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Credit Union of the Rockies online 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 access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you can lose as much as \$500. Also, if your statement shows Credit Union of the Rockies Online transfers that you did not make, tell us at once. If you not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: **(800) 344-9358** or contact us electronically by sending e-mail messages through the Credit Union of the Rockies Online service at [www.curockies.org](http://www.curockies.org).

#### V. Business Days.

Our business days are **Monday through Saturday**. Holidays are not included.

#### VI. Fees and Charges.

There are certain charges for Credit Union of the Rockies Online services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. The Credit Union of the Rockies Online service fee is free to members.

#### VII. Transaction Documentation.

Transfers and withdrawals transacted through Credit Union of the Rockies Online will be recorded on your periodic statement by mail or electronically if you have requested an electronic statement. You will receive a statement monthly. You may request that your statement be provided electronically.

#### VII. Account information Disclosure.

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on your website at [www.curockies.org](http://www.curockies.org). However, we will disclose information to third parties about your account or the transfer you make in the following limited circumstances: As necessary to complete transfers; a. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; b. To comply with government agency or court orders; c. If you give us your express permission.

#### IX. Limitation of Liability for Credit Union of the Rockies Online Services.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the

exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following: a. 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 limit on your line of credit, if applicable. b. If you used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions. c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction. d. If circumstances beyond your control (such as fire, flood, telecommunication outages, or strikes, equipment or power failure) prevent making the transaction. If the funds in your account are subject to an administrative hold, legal process or other claim. e. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer. f. If, through no fault of ours, a bill payment or 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 the payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you. g. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union. h. If there are other exceptions as established by the Credit Union.

#### X. Termination of Credit Union of the Rockies Online Services.

You agree that we may terminate this Agreement and your Credit Union of the Rockies Online services if you, or any authorized user of your Credit Union of the Rockies Online services or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or access code. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

#### XI. Notices.

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those obligations.

#### XII. Statement Errors.

In case of errors or questions about your Credit Union of the Rockies Online transactions, contact us by telephone or send us an e-mail as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. If you tell us

orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

### XIII. Enforcement.

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Colorado as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds 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 jurisdictions, then such provision be modified by the proper court, if possible, but on to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

## END USER LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS PRODUCT. BY CLICKING THE ACCEPTANCE BUTTON AND INSTALLING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES YOU DO NOT ACCEPT THE TERMS, AND DO NOT INSTALL THE SOFTWARE.

This Agreement sets forth the terms and conditions of your use of the accompanying mobile banking software (the "Software"). For the purposes of this Agreement, "you" means you, the end user, and "Licensor" means Access Softek, Inc. and its subsidiaries and affiliates, and "Licensee" means Credit Union of the Rockies and its subsidiaries and affiliates.

1. Ownership. You acknowledge and agree that Licensor is the owner and will remain the owner of all rights, title and interest in and to the downloaded software, to be used for access to mobile banking services from your financial services provider, as well as any accompanying user documentation and all copies, improvements, modifications, enhancements, upgrades, derivative works, or other changes thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software"). Such rights, title, and interest include but are not limited to all copyright, patent, trade secret, trademark and other intellectual property rights therein. Licensor has licensed the Software to your financial services provider to enable it to make it available to you subject to the following terms and conditions.
2. License. Licensor grants you a limited, personal, nonexclusive, nontransferable license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by Licensor. Nothing in this license entitles you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. The rights granted to you hereunder include no rights whatsoever with respect to any source code. Licensor retains all rights not expressly granted to Licensee hereunder. No right of license to you will be implied by or inferred from this Agreement except as expressly provided herein.
3. Restrictions. You may not:
  - a. Publish, display, disclose, rent, lease, modify, loan, distribute or create derivative works based on the Software or any part thereof;
  - b. Copy, decompile, reverse engineer, disassemble, translate, adapt or otherwise reduce the Software to human readable form;
  - c. Create or attempt to create the source code from the object code of the Software;
  - d. Make any third-party software contained in the Software a standalone product;
  - e. Take any action that will infringe on the intellectual property or other proprietary rights of Licensee or any third party software provider; or
  - f. Sublicense or assign the Software.
4. Import/Export Restrictions. You agree not to import or export the Software or any documentation (or any copies thereof) or any products utilizing the Software or any documentation in violation of any applicable laws or regulations of the United States or the

country to which you have imported or exported. You agree to indemnify Licensee and Licensor from liability if you violate any such laws or regulations.

5. Representations and Warranties. You represent, warrant and covenant that you shall comply with all applicable laws, rules, regulations and prevalent industry standards in your use of the Software, including compliance with applicable requirements under state and federal laws and regulations in the jurisdiction in which you are located related to data security and nonpublic personal information, as defined or used in such applicable law or regulation.
6. Termination. This Agreement may be terminated by you or Licensor at any time, for any reason. Your rights under this License will terminate immediately if you fail to comply with any term or condition of this License. Upon termination, you agree to immediately destroy all copies of the Software and any documentation in your possession or control, together with any and all copies thereof.
7. Disclaimer Warranty. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR WILL MEET YOUR REQUIREMENTS. LICENSEE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY SOFTWARE, OR ANY HARDWARE OR OTHER MATERIALS NOT PROVIDED BY LICENSOR. LICENSOR HAS NO OBLIGATION TO MAINTAIN OR SUPPORT THE SOFTWARE EXCEPT AS EXPRESSLY PROVIDED HEREIN. IF YOU FAIL TO UPGRADE THE SOFTWARE TO THE MOST RECENT VERSION AFTER BEING GIVEN THE OPPORTUNITY TO DO SO BY LICENSOR, ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SOFTWARE ARE VOID.
8. Limitation of Remedies. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL LICENSEE, LICENSOR, OR THEIR SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, PERSONAL INJURY OF PATIENTS, PHYSICAL OR EMOTIONAL IMPAIRMENT OF PATIENTS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE PROGRAMS (WHETHER OR NOT DUE TO ANY DEFECTS THEREIN). IN NO EVENT WILL LICENSEE OR LICENSOR BE LIABLE FOR ANY DAMAGES EVEN IF LICENSEE OR LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM LICENSEE'S OR LICENSOR'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.



9. Indemnification. You agree to defend, indemnify, and hold harmless Licensee, Licensor, their suppliers and their resellers from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to your use, reproduction or distribution of the Software.
10. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.
11. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of California, without reference to conflicts of laws principles. You agree to be subject to personal jurisdiction in the State of California for the purposes of enforcing the provisions of this Agreement.
12. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions will not in any way be affected or impaired.
13. Entire Agreement. You further agree that this Agreement is the complete and exclusive statement of the agreement between you and Licensor which supersedes all proposals or prior agreements, oral or written, and all other communications between you and Licensor relating to the subject matter of this agreement. This Agreement may only be modified by a written agreement signed by both you and Licensor; provided, that no provision of this Agreement relating to Licensee may be modified without the additional written agreement of Licensee.
14. Acknowledgement. By downloading, installing or using any part of this Software, you indicate that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.
15. Third Party Beneficiary. Licensee and its affiliates are hereby made express third party beneficiaries of this Agreement.
16. Feedback. This Agreement does not obligate You to provide Licensor with suggestions, comments, enhancement or feature requests, or other feedback with respect to the Software ("Feedback"). However, if You provide Feedback, Licensor may use the Feedback without restriction and without paying any compensation to You, and You hereby irrevocably assign to Licensor all intellectual property rights in and to such Feedback.