

CU1 CardControl Terms and Conditions

Credit Union 1 Terms and Conditions End User License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND Credit Union 1 ("CREDIT UNION 1") for use in the United States, stating the terms that govern your use of our [Mobile Card Services] application ("Licensed Application") and the associated [Mobile Card] services (the "Services"). This agreement, together with all updates, additional terms, software licenses, [the Privacy Policy] and all of CREDIT UNION 1 rules and policies, collectively constitute the "Agreement" between You and CREDIT UNION 1. By installing the Licensed Application, You are indicating that You agree to these terms. If You do not agree to these terms, do not install or use the application. You must accept and abide by these terms as presented to You. Changes, additions or deletions are not acceptable, and CREDIT UNION 1 may refuse access to the Licensed Application for noncompliance with any part of this agreement.

We may amend this Agreement at any time by posting a revised version on the cu1.org website. You may be required to affirmatively accept the revised Agreement in order to continue using the Service or the App. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the App or the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the App, the Service and/or related applications or 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 App, the Service and/or related applications and material and limit access to only the App or the Service's more recent revisions, updates, upgrades or enhancements.

The Licensed Application is licensed, not sold, to You for use only under the terms of this license. Licensor (hereinafter, "Licensor" or "CREDIT UNION 1") reserves all rights not expressly granted to You.

This license, granted to You for the Licensed Application by Credit Union 1, is limited to a non-transferable license to use on devices that You own or control. This license does not allow You to use the Licensed Application on any product that You do not own or control, and You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not transfer in any form (including rent, lease, lend, sell, redistribute or sublicense) the Licensed Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Licensed Application, any updates, or any parts of updates, except regarding use of open source elements components included with this Licensed Application. Any attempt to do so is a violation of the rights of Credit Union 1 and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Credit Union 1 that replace and/or supplement the original Service, unless such upgrade is

accompanied by a separate license in which case the terms of that license will govern.

By using this Licensed Application, You acknowledge and accept that CREDIT UNION 1 may collect and use technical data and related information, including but not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Licensed Application. CREDIT UNION 1 may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You. You also understand that full use of this Licensed Application requires You to have an account with CREDIT UNION 1 and that personally identifiable information may be collected by CREDIT UNION 1 in conjunction with your transaction, consistent with federal law and the CREDIT UNION 1 privacy policy.

The license is effective until terminated by You or CREDIT UNION 1. Any rights granted herein are subject to termination with or without notice from CREDIT UNION 1 if You violate and/or fail to comply with any terms or conditions set forth herein. Once this license is terminated, You are no longer entitled to use the Licensed Application. You shall cease all use of the Licensed Application, and destroy any legally made copies or portions thereof, of the Licensed Application.

The Licensed Application may enable access to CREDIT UNION 1 and third party services and web sites, including GPS locator websites, such as Google, that allow You to find a branch (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

To the extent this Licensed Application allows You to access third party Services, CREDIT UNION 1 and its licensors reserve the right to change, suspend, remove or disable access to any Services at any time without notice. In no event will CREDIT UNION 1 be liable for the removal of or disabling of access to any such Services. CREDIT UNION 1 may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

You understand that CREDIT UNION 1 may offer integration to its own and/or with third party Services for your convenience. Further, You understand that CREDIT UNION 1 is not affiliated with, does not endorse, and is not responsible to these third party Services. CREDIT UNION 1 is not responsible for the contents of, updates to or privacy practices of these third parties, which may differ from those of CREDIT UNION 1. The personal data You may choose to give to CREDIT UNION 1 by means of registering the Licensed Application with CREDIT UNION 1 shall be governed by CREDIT UNION 1's privacy policy.

You expressly acknowledge and agree that use of the Licensed Application is at Your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. To the maximum extent

permitted by applicable law, the Licensed Application and any services performed or provided by the Licensed Application are provided "as is" and "as available," with all faults and without warranty of any kind, and Credit Union 1 hereby disclaims all warranties and conditions with respect to the Licensed Application and any services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.

To the extent not prohibited by law, in no event shall Credit Union 1 be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to Your use or inability to use the Licensed Application, however caused, regardless of the theory of liability (contract, tort or otherwise), even where Credit Union 1 has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury or of incidental or consequential damages, so this limitation may not apply. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

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

The Licensed Application and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to Affiliates, independent contractors or other third parties.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may: terminate,

suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

The laws of the state where Credit Union 1 is headquartered, excluding its conflicts of law rules, govern this license and Your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national or international laws.

You agree to indemnify and hold harmless us and our Affiliates and licensors and contractors and their Affiliates and the employees and contractors of each of these from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the App, the Site or the Service. You release us and our Affiliates and licensors and contractors and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you and one or more other users of the App, the Site or the Service. In addition, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the App, the Services and the Site through which the App or the Services are offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 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. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

**If you have any questions regarding this disclosure,
please call (907) 339-9485 or (800) 478-2222.**