



FIG Federal Credit Union Digital Platform Terms and Conditions

These Terms and Conditions create a contract between You and FIGFCU (“Terms and Conditions” and/or the “Agreement”). Please read the Agreement carefully. To confirm Your understanding and acceptance of the Agreement, click “Agree.”

1. Introduction to Using FIGFCU Digital and its Provided Services

These FIGFCU Digital Platform Terms and Conditions and any disclosures and/or agreements as applicable also contained herein (collectively the “Terms and Conditions”) set forth the terms and conditions governing the use of the FIGFCU Digital Platform (“FIGFCU Digital Platform”, “FIGFCU Digital” and/ or “Platform”) provided by FIGFCU (“FIGFCU”, “We”, “Our”, and/or “Us”, as applicable) to account owner(s) or authorized signers of FIGFCU accounts, as applicable, (hereinafter referred to as “You” and/ or “Your”, as applicable). By Your use and Your continued use of FIGFCU Digital, You agree to accept and fully comply with all of these Terms and Conditions. Digital Services (individually “Service”, collectively “Services”) may be offered through FIGFCU Digital by FIGFCU or by Third Party Service Providers (“Third Party Services”).

2. Using FIGFCU Digital

To use FIGFCU Digital, You must own or be an authorized signer or authorized user of at least one account at FIGFCU that is eligible for the Service(s) provided on the Platform. FIGFCU in its sole discretion determines the account eligibility criteria for FIGFCU Digital and the Service(s) provided on the Platform, which may change from time to time.

You represent that You are the legal owner or authorized signer of the account and other financial information, which may be accessed via FIGFCU Digital and/or the Service(s) provided on the Platform. Access to and use of FIGFCU Digital and the Service(s) provided on the Platform is subject to all applicable, state, and local laws and regulations. You may use FIGFCU Digital and the Service(s) provided on the Platform only for personal, noncommercial purposes. Unauthorized use of FIGFCU Digital and the Service(s) provided on the Platform is strictly prohibited.

FIGFCU’s delivery of FIGFCU Digital and the Service(s) provided on the Platform does not transfer any commercial or promotional use rights to You, and does not constitute a grant or waiver of any rights of the copyright owners.

You agree that We have no liability resulting from Your provision or use of inaccurate, not current and/

or incomplete information in regard to the use of FIGFCU Digital and/or the Service(s) provided on the Platform.

Access to Existing and Future Accounts

With FIGFCU Digital, You will have access to existing and future accounts that are eligible for the Service(s) provided on the Platform on which You are the owner or joint owner. Access, available content and Services may differ depending on Your role on the account(s).

Your Information

You represent and agree that all information You provide us in connection with FIGFCU Digital and the Service(s) provided on the Platform is accurate, current, and complete, and that You have the right to provide such information to Us for the purpose of operating FIGFCU Digital and any applicable Service(s) provided on the Platform. You agree not to misrepresent Your identity or Your account information. You agree to keep Your account information confidential, up to date, and accurate. You may change Your contact information by editing Your profile within FIGFCU Digital Banking, by calling 800.877.2345, visiting any FIGFCU branch, or writing to us at FIGFCU, Attn: Member Services, 2255 North Ontario Street, Ste. 320 Burbank, CA 91504.

Contacting You Via Your Phone Number or Email Address

You must provide us with an active phone number and email address to discuss Your use of FIGFCU Digital and the Service(s) provided on the Platform with Us. In providing us with a cell phone number, You give Us permission to contact You at that number in any regard to all Your FIGFCU activity, transactions and accounts, including account servicing and collection purposes. We may also contact You for non-market-ing purposes in any way, including automated calls, text messages, and/or prerecorded or artificial voice messages. You agree to promptly notify us if Your contact information changes. Message and data rates may apply. In providing Us with an email address, You give Us permission to send You email messages using an automatic emailing system for commercial or transactional purposes.

Authentication and Security

In addition to Your login credentials used to access FIGFCU Digital and applicable Service(s) provided on the Platform, You may be required to further authenticate Yourself in any manner We and/or Third Party Service Providers deem appropriate and in furtherance of security measures We and/or Third Party Service Providers deem appropriate. This may be required upon login or when performing other service requests or transactions. Authentication including the possible need for Multi-Factor Authentication requirements may change from time to time.

Protecting Your Password and Ensuring the Security of Your Device

By using FIGFCU Digital and the Service(s) provided on the Platform, You agree to accept responsibility for safeguarding and protecting Your User ID, Password, and any other credentials used to access FIGFCU Digital and the Service(s) provided on the Platform. If You believe Your password or other credentials have been lost or stolen, or that someone may attempt to use Your FIGFCU Digital and/or the Service(s) provided on the Platform without Your consent or has performed/requested any transactions or updates without

Your permission, You are required to notify Us at once at the following address or telephone numbers:

FIGFCU

Attn: Eservices

2255 North Ontario Street, Ste. 320

Burbank, CA 91504

Telephone: 800.877.2345

You agree not to give or make available Your password or credentials to any other party or person, and You understand and agree You are responsible for all actions taken by anyone to whom You have provided such credentials or allowed to use FIGFCU Digital and any applicable the Service(s) provided on the Platform. In order to help prevent unauthorized transactions on FIGFCU Digital and/or applicable Service(s) provided on the Platform, You also agree to ensure the security of any device You own and/or use to access FIGFCU Digital and the Service(s) provided on the Platform. By agreeing to ensure the security of any device You own and/or use, We specifically mean ensuring that the device has installed anti virus software, a firewall, and spyware detection software (collectively "Security Software") on it, and ensuring that the Security Software is current. You agree to be responsible for any compromise of Your account information or FIGFCU Digital and/or Service(s) credentials that arises from a from a virus, malware, or other cyber breach type event caused by Your failure to adequately ensure the security of any device You own and/or use to access FIGFCU Digital and the Service(s) provided on the Platform. You also agree that FIGFCU may revoke Your access to FIGFCU Digital and/or Service(s) provided on the Platform at any time without notice to You if unauthorized activity occurs as a result of Your negligence in safeguarding the User ID, Password, or any other credentials used to access FIGFCU Digital and/or the Service(s) provided on the Platform, or as a result of Your negligence in ensuring the security of any device You own and/or use to access FIGFCU Digital and the Service(s) provided on the Platform.

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 in accordance with FIGFCU Privacy Policy, specifically for everyday business purposes as it is necessary for processing Your transactions, providing You Services, or maintaining Your account. FIGFCU Privacy Policy is posted on FIGFCU.ORG. Certain Service(s) provided on the Platform may also be governed by California's CPRA, federal regulations such as Gramm-Leach-Bliley Act, or separate privacy policies of the related third parties.

As a feature of your digital banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score.

You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

[Click here](#) if you wish to decline enrollment in SavvyMoney services.

By clicking 'I Agree', you are accepting SavvyMoney's [Terms of Service](#) and [Privacy Policy](#) (unless you completed the decline enrollment instructions above). You may revoke this authorization at any time through your credit score profile settings.

User Conduct

You agree not to use FIGFCU Digital and/or the Service(s) provided on the Platform, or the content, information or offerings delivered through the Services in any way that would: (a) be fraudulent, manipulative, or involve illegal activity or the sale or use of counterfeit or stolen items, including but not limited to use of the Platform and/or Services to impersonate another person or entity; (b) violate or plan to violate any law, statute, ordinance or regulation (including without limitation those governing export control, OFAC, or unlawful internet gambling); (c) create liability for FIGFCU or its service providers or cause FIGFCU to lose the services of Our service providers; (d) access the information and content program-matically by macro or other automated means; (e) use the Platform and/or Services in such a manner as

to gain unauthorized entry or access to computer systems; and (f) post personal, private or confidential information belonging to others. You further agree not to engage in: (a) copying, reproducing, modifying, altering, bridging, enhancing, customizing or making derivative works of or improvements or enhancements to the Platform and/or Services; (b) impairing or altering the functionality of the Platform and/or Services; or (c) causing or permitting the reverse engineering, disassembly, translation, adaptation, or de-compilation of the Platform and/or Services, or any attempts to derive source code or algorithms of the Platform and/or Services, and prohibits using the results of such processes. Violation of conduct may result in termination of FIGFCU Digital and/or any of the Service(s) provided on the Platform.

Termination

You may cancel Your use of FIGFCU Digital and the Service(s) provided on the Platform, and thereby cancel these Terms and Conditions, at any time by notifying FIGFCU by phone, in writing, or at any FIGFCU branch location, and discontinuing use of the Service(s). FIGFCU in its sole discretion may revoke or limit Your access to FIGFCU Digital and the Service(s) provided on the Platform at any time and without notice, for security reasons, if FIGFCU determines or suspects that You have failed to comply with any of the provisions of this Agreement, or for any other reason deemed necessary by Us. Whether You or FIGFCU terminates use of FIGFCU Digital and these Terms and Conditions, the termination shall not affect Your obligations under the Terms and Conditions for any transfers or payments made prior to termination. We reserve the right to deactivate user access to FIGFCU Digital for those who have not logged into the Platform for a reasonable time frame, as determined by the Credit Union in its sole discretion, which shall not be less than sixty (60) consecutive days.

Service Availability

FIGFCU may make various Services available within FIGFCU Digital from time to time. Availability to specific Services is dependent on the rules of specific account types and other applicable elections, qualifications and restrictions as may be related to each Service. FIGFCU in its sole discretion determines the eligibility criteria for these Services, which may change from time to time; and may revoke or limit Your access to these Services at any time and without notice for any reason deemed necessary or appropriate.

by Us. These Services are subject to change in whole or in part without notice. Your Use of any Service for which You are eligible is optional and You may use available Services in whole or in part. Any Service You elect may also be governed by separate Terms and Conditions.

So long as You are authorized to access the FIGFCU Digital Platform, You may do so seven (7) days a week and twenty-four (24) hours a day in accordance with the terms of these Terms and Conditions; provided, however, that FIGFCU Digital and/or the Service(s) provided on the Platform may not be available at all times and Your access may, from to time, be generally unavailable during scheduled system maintenance, unscheduled system maintenance, or as necessary because of other technical issues. FIGFCU is not liable for any claim or claims arising from any system unavailability related to FIGFCU Digital and/or the Service(s) provided on the Platform.

Hardware and Software Requirements

We do not officially support a specific operating system or particular browser. We may not support older web browsers. If You are using an outdated version, You may be required to update it in order to access

FIGFCU Digital and/or the Service(s) provided on the Platform. To use FIGFCU Digital and/or the Service(s) on the Platform, You need compatible hardware, software (latest version recommended and sometimes required) and internet access (fees may apply). Our Services' performance may be affected by these factors. The system requirements of FIGFCU Digital and/or Services may change from time to time without notice to You. FIGFCU is not liable for any claim or claims arising from any inability to access or meet system requirements for access related to FIGFCU Digital and/or the Service(s) provided on the Platform.

3.Additional Service Specific Terms

Support

FIGFCU is responsible for providing maintenance and support for FIGFCU Services and the Platform only, or as required under applicable law. FIGFCU and/or Third Party Service Providers shall be responsible for providing maintenance and support for Third Party Services available on the Platform.

LICENSED SERVICE END USER LICENSE AGREEMENT

Services made available through FIGFCU Digital are licensed for Your use, not sold to You. Your license to use each Service is subject to Your prior acceptance of either this licensed Electronic Service Agreement ("Standard ESA"), or a custom end user license agreement between You and the Third Party Service Provider ("Custom EULA"), if one is provided. Your license to any FIGFCU Service under this Standard ESA or Custom EULA is granted by FIGFCU, and Your license to any Third Party Service under this Standard ESA or Custom EULA is granted by the Third Party Service Provider of that Third Party Service. Any Service that is subject to this Standard ESA is referred to herein as the "Licensed Service." The Third Party Service Provider or FIGFCU as applicable ("Licensor") reserves all rights in and to the Licensed Service not expressly granted to You under this Standard ESA.

1. **Scope of License:** Licensor grants to You a nontransferable license to use the Licensed Service on any applicable device You own or control and as permitted in any applicable Terms and Conditions. The terms of this Standard ESA will govern any content, materials, or services accessible from or provided within the Licensed Service as well as upgrades provided by Licensor that replace or supplement the original Licensed Service, unless such upgrade is accompanied by a Custom EULA. You may not distribute or make the Licensed Service available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sub-license the Licensed Service except as expressly permitted in this Agreement. You may not copy (except as permitted by this license), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Service, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Service).
2. **Consent to Use of Data:** You agree that Licensor 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 Service. Licensor 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.

3. Termination. This Standard ESA is effective until terminated by You or Licensor. Your rights under this Standard ESA will terminate automatically if You fail to comply with any of its terms.
4. External Services. The Licensed Services may enable access to Licensor's and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the External Services at Your sole risk. Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any Licensed Application or External Service, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by Licensor or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Standard ESA or that infringes the intellectual property rights of Licensor or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Licensor is not responsible for any such use. External Services may not be available in all languages or outside of the United States, and may not be appropriate or available for use in any particular location. To the extent You choose to use such External Services, You are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to You.
5. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED SERVICE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED SERVICE AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED SERVICE 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 OF NON INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
6. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT LIMITATION COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS), BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no

event shall Licensor's total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of two hundred and fifty dollars (\$250.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

7. You may not use or otherwise export or re-export the Licensed Service 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 Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons 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, missile, or chemical or biological weapons.
8. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between You and FIGFCU shall be governed by the laws of the State of California. You and FIGFCU agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Los Angeles, state of California, to resolve any dispute or claim arising from this Agreement.

Financial Services

Any Services that provide information on financial literacy are for entertainment and/or informational purposes only and is not intended to provide any financial advice. You should always seek the advice of an appropriately qualified financial professional regarding Your finances.

Consent to Use Electronic Signatures

Your use of FIGFCU Digital and the Service(s) provided on the Platform may require Your consent to provide electronic signatures. Your consent to the use of electronic signature falls under the jurisdiction of the E-Sign Act and any other applicable federal or California State laws or regulations ("Governing Law") as may be amended from time to time, and by consenting You acknowledge and agree that We and You intend to comply with said Governing Law to the fullest extent possible.

Electronic Funds Transfers

When using any FIGFCU Digital or Services provided through the Platform for electronic funds transfers, You are governed by the Electronic Funds Transfer (EFT) Agreement and Disclosure You already have with Us and any separate applicable Terms and Conditions for the corresponding Service available through FIGFCU Digital. To the extent there is conflict between any Terms and Conditions and the EFT Agreement and Disclosure, the terms of the EFT Agreement and Disclosure will control.

4. Miscellaneous Terms Applicable to the FIGFCU Digital Platform and All

Services Amendments

We may amend this Agreement for FIGFCU Digital at any time by posting a revised version on FIGFCU Digital or where required by law, providing notice to You. 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 FIGFCU Digital after

a notice of change or after the posting of a revised version of these Terms and Conditions on FIGFCU Digital will constitute Your agreement to such changes and revised versions. Further, We may, from time to time, revise, update, upgrade, or enhance the Platform and/or the Service(s) provided on the Platform, which may render all such prior versions obsolete. Consequently, We reserve the right to terminate these Terms and Conditions as to all such prior versions of the Platform, Services, and/or related applications, sites and material, and limit access to only the Platform's more recent revisions, updates, upgrades, or enhancements.

Relationship to Other Agreements

You agree that when You use FIGFCU Digital, You will remain subject to the terms and conditions of all existing agreements with Our affiliates, Third Party Service providers, and Us. You acknowledge that certain wireless service providers and/or wireless carriers may assess fees, limitations, and/or restrictions that might impact Your use of FIGFCU Digital (for example, Your mobile service carrier or provider may impose data usage or text charges for Your use of or interaction with FIGFCU Digital, including downloading the application, utilizing the site, receiving or sending text messages, or other use of Your wireless device when using the application or other Services provided by FIGFCU Digital). You expressly agree that You are responsible for all such fees, limitations, and restrictions.

Intellectual Property

All marks and logos related to the Platform and Service(s) may be trademarks or registered trademarks of Us, Our licensors or Our Third Party Providers. In addition, all page headers, custom graphics, button icons, and scripts are Our service marks, trademarks, and/or trade dress or those of Our licensors or Our Third Party Providers. You may not copy, imitate, or use any of the above without Our prior written consent, which We may withhold in Our sole discretion, and You may not use them in a manner that is disparaging to Us or the Service(s) or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to the Platform, the Service(s), that portion of any sites or applications utilized for the FIGFCU Digital Platform through which the Service(s) is/are offered, the technology related to any sites utilized for the Platform or the Service(s), and any and all technology and any content created or derived from any of the foregoing, is Our exclusive property, Our licensors or Our Third Party Providers. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information You may send to Us through or regarding FIGFCU Digital or the Service(s) provided on the Platform, the application, the site, or Service(s) shall be considered an uncompensated contribution of intellectual property to Us, Our licensors, or Third Party Providers, and shall also be deemed Ours, Our licensors' or Our Third Party Provider's exclusive intellectual property, and shall not be subject to any obligation of confidentiality on Our part. By submitting any such materials to Us, You automatically grant (or warrant that the owner of such materials has expressly granted) to Us, Our licensors and our Third Party Providers a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from, and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and You warrant that all so-called "moral rights" in those materials have been waived, and You warrant that You have the right to make these warranties and transfers of rights.

Exclusions of Warranties

FIGFCU Digital AND APPLICABLE SERVICE(S), 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 TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, OR SECURE ACCESS TO ANY PART OF OUR SERVICE(S), AND OPERATION OF ANY SITES OR APPLICATIONS UTILIZED FOR FIGFCU Digital MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL AND YOU HEREBY RELEASE FIGFCU FROM ANY LIABILITY RELATING THERETO. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, OR ACTIVITY IN CONNECTION WITH FIGFCU MORE OR APPLICABLE SERVICE(S) IS AT YOUR SOLE RISK. YOU AGREE THAT UNLESS REQUIRED BY APPLICABLE LAW, FIGFCU HAS NO RESPONSIBILITY TO CONTINUE MAKING SERVICES AVAILABLE TO YOU THROUGH OUR PLATFORM.

FIGFCU SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH PLATFORM OR THE SERVICES PROVIDED ON THE PLATFORM, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE FIGFCU FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

FIGFCU IS NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE PLATFORM AND/OR SERVICES.

Limitation of Liability

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE(S) AND THE PORTION OF ANY SITES OR APPLICATIONS UTILIZED FOR FIGFCU Digital THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE PLATFORM AND/OR THE SERVICE(S) MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE PLATFORM AND/OR THE SERVICE(S), WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION, OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE PLATFORM AND/OR SERVICE(S) CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE PLATFORM AND/OR THE SERVICE(S) OR THE PORTION

OF ANY SITES OR APPLICATIONS UTILIZED FOR FIGFCU Digital THROUGH WHICH THE SERVICE(S) IS/ ARE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE PLATFORM AND/OR THE SERVICE(S) OR ANY PORTION OF ANY SITES OR APPLICATIONS UTILIZED FOR FIGFCU Digital THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT PROCEEDING AS DESCRIBED ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. 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.

Governing Law

This Agreement shall be governed by Our bylaws, all applicable federal laws and regulations, including the E-Sign Act, the laws (including applicable principles of contract law) and the regulations of the state of California, and local clearinghouse rules as amended from time to time. As permitted by applicable law, You agree that any legal action regarding this agreement shall be brought in a county in which We have a branch location.

No Waiver

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.

Assignment

You may not transfer or assign any rights or obligations You have under these Terms and Conditions to any party, person, or entity without our prior written consent, which We may withhold in our sole discretion. We reserve the right to transfer or assign these Terms and Conditions 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 these Terms and Conditions to independent contractors or other third parties.

Remedies

If We have reason to believe that You have engaged in any of the prohibited or unauthorized activities described in these Terms and Conditions or have otherwise breached Your obligations under these Terms and Conditions, We may terminate, suspend, or limit Your access to or use of FIGFCU Digital and/or the Service(s) provided on the Platform; notify law enforcement, regulatory authorities, impacted third parties,

and others as We deem appropriate; refuse to provide Our Platform and/or the Service(s) provided on the Platform to You in the future; and/or take legal action against You. In addition, We, in Our sole discretion, reserve the right to terminate Your consent to these Terms and Conditions, access to the Platform, and/or use of the Service(s) for any reason or no reason and at any time. The remedies contained in this paragraph are cumulative and are in addition to the other rights and remedies available to Us under this Agreement, by law or otherwise.

Indemnification

You agree to defend, indemnify, and hold harmless Us and Our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim, or demand (including attorneys' fees) made or incurred by any third party due to or arising out of Your breach of this Agreement, Your use of FIGFCU Digital and/or the Service(s) provided on the Platform.

Release

You release Us and Our Affiliates and Service Providers 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 or one or more other users of any sites or applications utilized for FIGFCU Digital and/or the Service(s) provided on the Platform. In addition, You waive California Civil Code §1542, which states that a general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if not known by him or her, must have materially affected his or her settlement with the debtor.

Other Provisions

This Agreement constitutes the entire agreement between You and FIGFCU and governs Your use of the Platform, superseding any prior agreements with respect to the same subject matter between You and FIGFCU. You also may be subject to additional terms and conditions that may apply when You use affiliate services, third-party content, third-party software, or additional Service(s) provided on the Platform. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. FIGFCU's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. FIGFCU will not be responsible for failures to fulfill any obligations due to causes beyond its control.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to Your use of the Platform and the Service(s) provided on the Platform. Your use of the Platform and the Service(s) provided on the Platform may also be subject to other laws. Risk of loss for all electronically delivered Documents pass to the acquirer upon electronic transmission to the recipient. No FIGFCU employee or agent has the authority to vary this Agreement.

You hereby grant FIGFCU the right to take steps FIGFCU believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that FIGFCU has the right, without liability to You, to disclose any data and/or information to law enforcement authorities,

government officials, and/or a third party, as FIGFCU believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to FIGFCU's right to cooperate with any legal process relating to Your use of the Platform, the Service(s) provided on the Platform and/or Content, and/or a third-party claim that Your use of the Platform, the Service(s) provided on the Platform and/or Content is unlawful and/or infringes such third party's rights.

JUNE 12, 2023