

Communication Federal Credit Union

Consumer Online and Mobile Banking Agreement and Disclosure

This Agreement is the contract which covers your and our rights and responsibilities concerning the Online Banking and Mobile Banking (together, "Banking Services" or "Services") offered to you by Communication Federal Credit Union ("CFCU"). The Banking Services permit you to electronically initiate account transactions involving your accounts. In this Agreement, the words "you" and "yours" mean those who request and use this Service, any joint owners of accounts accessed under this Agreement or any authorized users of this Service. The words "we," "us," "credit union," and "our" mean CFCU. The word "Account" means any one or more share account(s) you have with CFCU. By requesting and using the Banking Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership and Account Agreement ("MAA") with CFCU, which shall also govern our relationship with you. To the extent that the terms of a specific provision in this Agreement vary from the terms set forth in the MAA, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the Banking Services described as follows.

1. Services.

- a. **Account Access.** If we approve your request for Banking Services, you may use your personal computer or mobile device to access your accounts through the Internet. You must use your username and password, fingerprint, biometrics, etc. to access your accounts. Your accounts can be accessed via personal computer, mobile devices, or the CFCU App. The Banking Services will be available for your convenience 24 hours per day. This service may at times be interrupted for data processing and/or scheduled maintenance. We reserve the right to refuse any transaction which would draw upon insufficient available funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. The service will discontinue if no transaction is entered or after numerous unsuccessful attempts to enter a transaction, and there are limits on the duration of each access.

You will need a personal computer or mobile device to access the Internet. You are responsible for the installation, maintenance and operation of your computer and mobile device. CFCU will not be responsible for any errors or failures involving your telephone service, computer or mobile device.

If you do not access your Online Banking Service for a period of 180 consecutive days, we may deactivate your access to all Online Banking Services. You may reactivate your account by contacting us at 405.879.5600 or 800.522.3535 during normal business hours. You may also stop by one of our branches for assistance. You may reactivate your account by re-registering through Online Banking Services. If you have agreed to electronic statements, you will continue to receive monthly or quarterly email notifications regardless of whether your Online Banking Services are deactivated or deleted. In order to obtain your statements, you must reactivate your Online Banking Services by contacting us as listed above or by re-registering. If you choose not to reactivate your Online Banking Services, please contact the credit union and we will convert you to paper statements (fees may apply).

- b. **Types of Transactions.** You may use the Banking Services to:
- i. Withdraw funds from your savings, checking, and money market accounts;
 - ii. Transfer funds between your credit union accounts (limitations may apply);
 - iii. Obtain balance information on your credit union accounts;
 - iv. Make loan payments from your credit union accounts (limitations may apply);
 - v. Access internet bill pay services to make payment to various creditors (checking account required; limitations may apply);
 - vi. Verify whether a check or other item has cleared your account;
 - vii. Take an advance from a current and active Personal Line of Credit loan;
 - viii. Transfer money to other persons through the Zelle payment service (limitations may apply);
 - ix. Change your password;
 - x. Review e-statements;
 - xi. Link external accounts through Account Aggregation (limitations may apply);
 - xii. Create ACH/External Transfers between your accounts at CFCU and other Financial Institutions (limitations may apply);
 - xiii. Access or use other services that we may make available to you from time to time. By using any new service(s), you agree to be bound by the obligations and conditions concerning the service(s).

Transactions involving your share accounts, including checking account stop payment requests, will be subject to the terms of your MAA and transactions involving a Personal Line of Credit loan will be subject to your Loan Agreement and Disclosures, as applicable.

- c. **Service Limitations.** The following limitations may apply in using the services listed above:
 - i. **Transfers.** You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a Personal Line of Credit loan at the time of the transfer, except as limited under this Agreement, the MAA or your loan agreement.
 - 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 transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
 - iii. **E-Mail.** CFCU may not immediately receive E-mail communications that you send and CFCU will not take action based on E-mail requests until CFCU receives your message and has a reasonable opportunity to act. If you need to contact CFCU immediately regarding an unauthorized transaction or stop payment request, you may call 405.879.5600 or 800.522.3535.
 - iv. **Inappropriate and/or Illegal Transactions.** You warrant and agree that you will not use any Banking Services or any other CFCU accounts or other services, including but not limited to loans, to make or facilitate any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering, terrorist activity, or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process or may be required by Federal Reserve Regulation GG to refuse to process any transaction that we believe to be illegal, suspicious, unenforceable, or which is a restricted transaction under Reg GG, and will not be liable to you for such delay or refusal. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. You further agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us in any form whatsoever that results directly or indirectly from such illegal use. We will also not be liable to you if we in good faith freeze your accounts and/or notify our regulators or local or federal enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable.
2. **Security of Password.** The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by notifying CFCU. If you fail to maintain the security of this password and CFCU suffers a loss, we may terminate your Services and account services immediately. CFCU will never call or email you requesting your log-in credentials or passwords. If you receive such a message, please contact CFCU immediately by calling 405.879.5600 or 800.522.3535 using a separate communication channel.
3. **Liability for Unauthorized Access.** You are liable for all transfers made via your passwords that you authorize or allow. If you permit someone else to use your password(s), you are responsible for any transactions they authorize or conduct on any of your accounts. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, password(s), or other means of identification.

We reserve the right to block access to the services to maintain or restore security to your Banking Services and our systems if we reasonably believe your password(s) has been or may be obtained or are being used or may be used by an unauthorized person(s). You will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your computer system or third-party communications provider on which you may rely.

If your statement shows transfers that you did not make, tell us AT ONCE by calling 405.879.5600 or 800.522.3535, during normal business hours, or send a secure message to us through the Banking Services, or write: Communication Federal Credit Union, 4141 NW Expressway, Suite 200, Oklahoma City, OK 73116. You should

also call this number or write to this address if you believe a transfer has been made using the information from your account without your permission.

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Services or your password, 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 accessed your accounts through Services without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than \$50 if someone accesses your accounts 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.

Also, if your statement shows Banking Services transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your password or has transferred from your account without your permission, call CFCU at 405.879.5600 or 800.522.3535 during normal business hours, or send a secure message to us through the Banking Services, or write to: 4141 NW Expressway, Suite 200, Oklahoma City, OK 73116.

5. **Business Days.** Our business days are Monday through Saturday, excluding Federal holidays.
6. **Fees and Charges.** We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your Personal Line of Credit loan, such transactions may be subject to charges under the terms and conditions of your Loan Agreement.
7. **Periodic Statements.** Transfers, withdrawals, and bill payments transacted through the Services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may also elect to receive your periodic statements electronically.
8. **Communication to You.** You agree that if a cell number or text contact (including any number that is ported or converted to a cell number or text contact; collectively, a "contact") is provided, or you later provide such to CFCU via other communications including the Banking Services, you consent and agree that (i) you are the subscriber or customary user of the number provided and (ii) that CFCU or our third-party servicers (including debt collectors) may use this contact to provide information to you about your accounts and services, to reply to any inquiry, or to provide other information via calling, texting, or otherwise. This contact may be made by dialing the cell phone, by autodialer, text or robo text method. You also agree that you shall be solely responsible for any fees charged by your internet or cellular provider that you incurred through such contact. Please review our Privacy Policy for more information.
9. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
 - a. As necessary to complete transfers;
 - b. To verify the existence of enough available funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
 - c. To comply with government agency or court orders;
 - d. If you give us your written permission.
 - e. In accordance with our Privacy Policy.
10. **Credit Union Liability for Failure to Make Transfers.** 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 and the instructions you transmit, we will be liable for your actual losses or damages. However, CFCU will not be liable:
 - a. If, through no fault of ours, you do not have adequate available funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your Personal Line of Credit loan, if applicable.
 - b. If you used the wrong password or you have not properly followed any applicable computer, Internet, or CFCU user instructions for making transactions.

- c. If your computer fails or malfunctions or the Banking Services were not properly working, and such problem should have been apparent when you attempted the transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given CFCU complete, correct and current instructions so CFCU can process a transfer.
- g. If the error was caused by a system beyond CFCU's control such as a telecommunication system or your Internet service provider.
- h. If there are other exceptions as established by CFCU from time to time, including in the MAA or any other agreement between you and CFCU.

11. **Rights Regarding Preauthorized Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 405.879.5600 or 800.522.3535, or send a secure message to us through the Banking Services, or write us at 4141 NW Expressway, Suite 200, Oklahoma City, OK 73116, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please see the Fee Schedule for any fees charged for stopping payments.

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

11. **Termination of Services.** You agree that we may terminate this Agreement and your use of the Banking Services if you or any authorized user of your account or password breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or password; or if you withdraw your consent to receive electronic communications from us. 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. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.
12. **Notices.** CFCU reserves the right to change the terms and conditions upon which the Banking Services are offered. Use of the Services is subject to existing regulations governing your accounts and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your account or any account transaction.
13. **Error Resolution Notice.** In case of errors or questions about your electronic transfers, contact us at the number, address, or method listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. Telephone us at 405.879.5600 or 800.522.3535, or send a secure message to us through the Banking Services, or write to us at Communication Federal Credit Union, 4141 NW Expressway, Suite 200, Oklahoma City, OK 73116.
- a. Tell us your name and account number.
 - b. 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.
 - c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We may require you to provide your complaint in the form of an affidavit. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45* days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 question in writing and we do not receive it within 10 business days, we may not credit your account.

If a notice of error involves an unauthorized transaction on your Visa debit card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within 5 business days of your notification so you will have use of the money during the time it takes to complete our investigation***. However, we may delay providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days. We will tell you the results within three business days after completing our investigation.

If we decide that there was no error, we will reverse the provisional credit to your account and send you a written explanation. You may ask for copies of the documents that we used in our investigation. Refer to our Fee Schedule for any fees associated with such copies.

*For errors involving new accounts, point of sale (POS), or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

**For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

***Does not apply to non-Visa PIN-less transactions.

14. **Enforcement.** You agree to be liable to CFCU for any liability, loss, or expense as provided in this Agreement that CFCU incurs as a result of any dispute involving your accounts or Banking Services. You authorize CFCU to deduct any such liability, loss, or expense from your account without prior notice to you.
15. **Account Alerts.** Please read these terms and conditions of use carefully before activating alerts. If you use the Account Alerts service, you will receive alerts sent to the e-mail addresses or SMS text messages you specify, regardless of whether you have opted out of receiving promotional e-mail or promotional SMS text messages. Please be aware that information transmitted via Internet e-mail or by phone may not be secure and CFCU cannot guarantee the security of any information transmitted to an Internet e-mail address or phone number. In addition, carrier data and/or text messaging fees may apply.

Although the CFCU Account Alerts service is designed to give you timely notice of specific events, it cannot provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your Account Alerts which may or may not be out of the control of CFCU, such as technical difficulties suffered by your Internet service provider or wireless communications carrier. Further, some cell phones or certain other devices may omit a portion of the Alert. CFCU makes no warranties to you about the timeliness of the Account Alerts service or the accuracy, reliability, or completeness of any alerts we provide you.

Your use of CFCU Account Alerts is at your own risk. CFCU will provide the Account Alerts service and its messages to you on an as is basis without any warranties of any kind. Under no circumstances shall CFCU be liable for any type of damages resulting in any way from your use of or reliance upon the CFCU Account Alerts service or the contents of specific alerts.

You can opt-out by replying "STOP" to cancel alerts.

15. **Mobile Registration Disclosure.** CFCU does not charge any fees for use of the Mobile Registration service. All Standard text messaging rates will apply. Check with your mobile service provider for details. In order to maintain your service, please update your mobile number any time it changes. It is also your responsibility to de-activate or remove any mobile numbers that are no longer in your possession.
16. **Governing Law.** This Agreement is governed by our Bylaws, Federal laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the State of Oklahoma. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which our administrative office is located. To the extent permitted by applicable law, both parties hereby (i) knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or arising out of this Agreement, and (ii) agree that any litigation will proceed on an individual basis and will not proceed as part of a class action.
17. **Photo.** By uploading a photo to your profile, you warrant and represent that you have read this Agreement and that you agree to abide thereby. We reserve the right to reject and/or remove any photo from display, for any or no reason, at any time, without prior notice.

By uploading a photo to the Banking Services, you represent and warrant that the photo is original to you, that you are the legal owner of the copyright in any photo, that no other party has any rights in or to the photos, or that you have been granted complete and unrestricted rights from the intellectual property owner to upload and use the photo for the purposes set forth in this Agreement.

By uploading a photo, you further represent and warrant that use of the photo as provided for in this Agreement, does not violate the rights of any party, will not result in a breach of contract with another party, and that you will be responsible for payment of any royalty or fee that may be due as a result of use of the photo.

By uploading a photo, you assume sole responsibility for its content, and for any claim, demand or damages that arise from the content. You agree to indemnify and hold harmless CFCU and its officers, employees and representatives, from and against any third-party claim or demand arising from your uploading of any photo to the Banking Services.

18. **Chat.** CFCU offers its members the option to live chat, co-browse, and/or speak with employees and representatives, using a third-party vendor while using the Banking Services.

19. **Account Aggregation.** By using the account aggregation services, you hereby agree to the following (CFCU is considered your financial institution for purposes of these provisions):
 - a. **Provide Accurate Information.** You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
 - b. **Proprietary Rights.** You are permitted to use content delivered to you through the service only on the service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.
 - c. **Content You Provide.** You are licensing to your financial institution and its service providers, including Yodlee, Inc. ("Service Providers"), any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service. Your financial institution and its Service Providers may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, your financial institution and its Service Providers may use the Content for the purposes set out above. As between your financial institution and its Service Providers, your financial institution owns your confidential account information.
 - d. **Third Party Accounts.** By using the service, you authorize your financial institution and its Service Providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant your financial institution and its Service Providers a limited power of attorney, and you hereby appoint your financial institution and its Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities. YOU ACKNOWLEDGE AND AGREE THAT WHEN YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third-party account providers accessible through the service. You acknowledge that through the use of this service, your financial institution shall have access to your account credentials, including, but not limited to login username and passwords.
 - e. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF

THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

- f. **LIMITATION OF LIABILITY.** YOU AGREE THAT NEITHER YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.
- g. **Indemnification.** You agree to protect and fully compensate your financial institution and its Service Providers and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that the Service Providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if the Service Providers were a party to this Agreement.