

# Alliant Credit Union Online Banking Terms and Conditions Agreement

## Introduction

This Agreement between you and Alliant Credit Union (Alliant) governs the use of Alliant's Online Banking services. Your use of the Online Banking services described in this Agreement represents your acceptance and agreement to the terms and conditions of this Agreement.

## Relation to Other Agreements

This Agreement is not in lieu of any other agreement or contract you have with Alliant. Each of your agreements or contracts that you have with Alliant will continue to be in effect and will be subject to any other agreement that applies to it. If this Agreement conflicts with any other agreement you have with Alliant, the terms of the other agreement will control.

## Changes to Agreement

Except as otherwise required by law, Alliant reserves the right to change this Agreement, and your continued use of Online Banking constitutes agreement to all such change(s). Additionally, your continued use of any of the services in Online Banking, including viewing your VantageScore, constitutes your consent to use such services. We may add, delete or amend terms or services.

## Changes and Interruptions in Services

Alliant may perform regular maintenance on our equipment or systems and this may result in an interruption of services or errors. Also, we may need to change the scope of our Services from time to time. While we will attempt to provide prior notice of such interruptions and changes, we cannot guarantee that such notice will be provided.

Alliant offers services and programs in many parts of the world. Alliant Online Banking may refer to certain services or programs which are not available worldwide, without specifically limiting the offers as such. Such reference does not imply that Alliant intends to offer such service or programs in all countries or locations.

## External Email Address Usage

You must keep us informed of any email address changes. We may send messages to your external email address from time to time. However, you should use Online Banking secure mail to send instructions or specific account information whenever you have a query or concern about your account.

## Termination of Services

Alliant may terminate your access to Online Banking for any reason, including inactivity, suspected fraud or account misuse, at any time. We may provide you with advance notice but we are not obliged to do so.

## Protecting Your Security

Alliant will never solicit you to provide:

- your account information
- your credit and debit card information
- login information, passwords or PINs

If you are ever asked for this information, please contact us immediately.

Alliant is committed to operate with the industry's best security systems to protect your personal and account information against ID theft and fraud. In addition to current online banking security measures, you'll benefit from our Enhanced Security process to help ensure that your account can only be accessed by you. You'll be required to provide the answers to personal security challenge questions you choose from a list of available questions.

If you believe that your password may have been lost or stolen, or that someone has unauthorized access to your Online Banking account, or that you suspect there is any kind of fraudulent activity on your account, you agree to notify Alliant immediately. You may be liable for any resulting losses in the event of unauthorized use of your username and password. While Alliant uses advanced encryption techniques to protect your information, these measures still require you to engage in responsible behavior in protecting your username and password. We are entitled to rely on information you provide and instructions we receive under your username and password. You agree that you will be responsible for all usage of the services on Online Banking and any fees associated with use of other services accessed through Online Banking whether or not authorized by you.

For your protection, log off after every Online Banking session and close your browser to ensure confidentiality.

## Disclosure of Information

Alliant will share personal information only with our service providers and contractors for limited purposes, including without limitation providing our members with services; offering certain products and services in connection with Online Banking, including providing qualifying members with their VantageScore provided by Experian; communicating to members; providing member service; enhancing and improving members' Online Banking experience; enabling access to our partners' web sites; providing a personalized experience; preventing fraud; and completing payment method processing. Aside from the purposes described above, we will not share your personal information with any other third parties unless we have

your express permission or under special circumstances, such as when we believe in good faith that the disclosure is required to prevent harm or injury (such as product recalls, fraud, claims or other liability) or to comply with valid legal processes (subpoenas, warrants) or as required by law. We also may disclose your personal information in order to investigate network abuse or a violation of any of this or any applicable Agreement you may have with us, or other published guidelines, or if you engage in (or are reasonably suspected of engaging in) any illegal activities. We reserve the right to report any suspected illegal activity to law enforcement for investigation or prosecution.

For more information about our privacy and security practices, please visit our website at <http://www.alliantcreditunion.org/global/privacy/>

### **Limitation of Liability**

In accordance with and in addition to the Alliant Account Agreement and Disclosures, if we do not properly complete a transaction according to this or any other Agreement you have with us, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law.

We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for special, indirect or consequential damages, including without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, Clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

### **Proprietary Rights**

Other than your personal account information, the contents of Online Banking, including, but not limited to text, graphics and icons are copyrighted materials owned or controlled by Alliant and contain Alliant's name, trademarks, service marks and trade names. No permission is granted to you, or anyone acting on your behalf, to use, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify these materials. No permission is granted here to you to use, or permit others to use, Alliant's icons, site address, or other means to hyperlink other Internet sites with any page in Alliant Online Banking, and Alliant assumes no responsibility for any other party's site hyperlinked to Alliant Online Banking.

### **Indemnification**

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Online Banking service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, and service providers harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from: (1) a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (2) any fraud, manipulation, or other breach of this Agreement; (3) your violation of any law or rights of a third party; or (4) the provision of the services or use of the services by you or any third party.

### **Severability**

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

### **Definitions**

In this Agreement, the words:

- "We," "us," "our" and "Alliant" means Alliant Credit Union.
- "You" or "your" means, as applicable, each primary owner of an Account, a delegate of an owner including a joint owner, and any authorized representative entitled to account access.
- "Account" means each Alliant Credit Union product you have with us which is accessible through the Service. Accounts may include deposit accounts, loans, credit cards, lines of credit, and any other products or accounts you maintain with us.
- "Service" means each of the variety of products and services you may access or enroll in through Online Banking and other related services. It also includes any product or service with a separate agreement that incorporates this Agreement by reference. This includes the opening and maintenance of Accounts through the Alliant Credit Union website.
- "Member" means a natural person who has an Account for which Service is requested primarily for personal, family or household purposes.
- "Include" and "including," when used at the beginning of a list, indicates that the list contains examples - the list is not exclusive and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.