

CU ONLINE ACCESS AGREEMENT

Thank you for your interest in CU Online, Wings Financial Credit Union's online banking service. This CU Online Access Agreement ("**Agreement**") is entered into between Wings and any Wings customer who subscribes to CU Online.

Please read this Agreement carefully and print it for future reference. By clicking "I Agree" below or using CU Online, you are acknowledging and agreeing that the terms and conditions outlined in this Agreement will apply to and govern your use of CU Online. Please contact a Wings representative with any questions at 800-692-2274.

Definitions

The following terms shall have the following meanings in this Agreement:

"**We**," "**us**," "**our**" and "**Wings**" means Wings Financial Credit Union and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Account or provided an Online Banking Service.

"**You**" or "**your**" or "**Customer**" means, as applicable, each owner or Authorized Representative of an Account.

"**Account**" means each Wings account you have with us which is accessible through CU Online. Accounts may include share and other deposit accounts, savings accounts, certificate of deposit accounts, and loan accounts you maintain with us.

"**Account Documentation**" means any other agreements, documents and disclosures relating to your Account(s) with us or our Online Banking Services.

"**Authorized Representative**" means a person with authority to take action or make decisions on behalf of the owner of an Account, including, but not limited to, any person to whom you disclose your Security Information or provide access to your Security Information or your Account(s) through CUOnline.

"**CU Online**" refers to the CU Online website and web pages accessible through www.wingsfinancial.com, including, but not limited to, command.onlinebank.com. The term also includes any other website or web pages you can access only after you enter into this Agreement as a condition to access.

"**Business Day**" means Monday through Friday. Holidays are not included.

"**Enhanced Security Data**" means a combination of enhanced security features comprised of an image, password, security questions and answers selected by you, and out of band multifactor authentication mechanisms. Your Enhanced Security Data is intended to prevent unauthorized access to your Accounts and to assist you in ensuring that the website you are visiting is the correct, authentic CU Online website.

"**Online Banking Service**" means each of the products and services you may access or enroll in through CU Online, including, but not limited to, Bill Payer, Remote Deposit (our mail-in deposit service), External Transfers (our service that allows you to make transfers between your Accounts and accounts maintained by you at other financial institutions), Money Tracker (our personal financial manager service), eStatements, Wings Mobile (our mobile banking service).

I. What this Agreement Covers

Your use of CU Online is governed by the terms contained herein and the following, which are considered part of this Agreement: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using CU Online; (ii) Wings' rules, procedures and policies, as amended from time to time, that apply to CU Online, each Account, and each Online Banking Service; (iii) the

then-current rules and regulations of any funds transfer system or payment system used in connection with an Account or Online Banking Service; and (iv) state and federal laws and regulations, as applicable. Each of your Accounts and Online Banking Services will also continue to be subject to any other Account Documentation that applies to it.

II. Ownership, Control and Access to Accounts

A. Owners and Authorized Representatives

1. For Account(s) owned by more than one person, each owner individually has the right to provide Wings with instructions, conduct any transaction, make any decision, obtain any information or make any request associated with their Accounts. We may act on the instructions of any owner without having liability to any owner. Please refer to the specific Account Documentation for your Accounts and Online Banking Services for more details.
2. You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Agreement and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized Representative appointment by one account owner for an Account constitutes an Authorized Representative appointment by all other account owners of that Account.
3. So long as an Authorized Representative is appointed as such on an Account, all transactions that such Authorized Representative performs on an Account, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of the Account are solely responsible for those transactions, and we are not responsible for them. If you notify us that an Authorized Representative is no longer authorized, only transactions that you did not want or intend and that the Authorized Representative performs after we have had a reasonable opportunity to act on your notification will be considered unauthorized transactions. To notify us that you want to terminate an Authorized Representative appointment you must contact us at 800-692-2274 with your notification to remove the Authorized Representative.
4. If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Account, then you are also agreeing that for purposes of such transactions initiated through CU Online the Authorized Representative is an "authorized signer" on the Account, subject to the terms of the Account Documentation for your applicable Account. In addition, if you make a person an offline authorized signer on an Account, and that authorized signer enrolls in CU Online on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Agreement.
5. You agree that you will only appoint Authorized Representatives if we permit you to do so and if we provide a procedure for appointing Authorized Representatives as part of CU Online. You agree that you will follow any Authorized Representative appointment procedure we provide. This provision takes precedence over any conflicting provision in any other Account Documentation you have with us. We may discontinue offering Authorized Representative options or permitting Authorized Representatives to access your Account(s) at any time without prior notice.
6. If you are receiving online Authorized Representative authority in an Account from an account owner, you may not further delegate online authority to other persons to view and/or make transactions on that Account. As an Authorized Representative, you are responsible for ensuring that you maintain confidentiality of your Security Information for each Account.
7. If you are appointed as an Authorized Representative on an Account, you agree that you will access and use the account in accordance with the authority given to you by the appointing account owner. Each time you access, view, or transact on that Account through CU Online, you represent and warrant to us that your action is authorized by the appointing account owner. If we receive conflicting instructions, or if we believe that an Account's security or our security may be at risk as a result of your being an Authorized Representative, we may in our sole discretion terminate you as an Authorized Representative, or prevent you from being an Authorized Representative, without prior notice to you or any account owner.

8. The authority of an Authorized Representative will terminate: (a) after we are notified by an account owner that the account owner appointing the Authorized Representative ceases to be, as applicable, an owner on the Account, (b) upon our receiving written notice of the death or incapacity of the appointing account owner from a court of competent jurisdiction or from a source that we consider official and reliable, or (c) in our sole discretion if an account owner or Authorized Representative breaches any provision of this Agreement. For termination of authority of an Authorized Representative pursuant to (a) or (b) above, such termination of authority will not be effective until we actually receive the required notice and have had a reasonable opportunity to act on it.

B. Accessing Online Banking Services and Accounts; Terminating Access

1. Accessing and Using CU Online

To access your Accounts and Online Banking Services through CU Online you must have your Wings ID and Enhanced Security Data and the required hardware and software. You must also comply with any other security procedures and policies we may establish from time to time.

Subject to the terms and conditions of this Agreement, you may use CU Online to obtain Online Banking Services and perform authorized transactions in connection with your Accounts, including the following:

1. View, print and download balance and transaction information (in some instances, balance and transaction information may only reflect activity conducted through the close of the previous Business Day)
2. Transfer funds between your share and other deposit Accounts
3. Make transfers between your Account(s) and account(s) that you maintain at another financial institution through our External Transfer service
4. Make payments out of your share and other deposit Accounts to your loan Accounts
5. Advance funds out of your revolving loan Accounts to your share and other deposit Accounts
6. Originate stop payments on issued checks
7. Reorder checks
8. View, print and download Account statements from your current and previous statements (available only to customers who have signed up for eStatements through CU Online; Adobe Acrobat Reader version 4.0 or higher is required to view statements – available at www.Adobe.com)
9. View, print and download images of paid checks drawn on your Accounts
10. Sign up for eStatements
11. Initiate bill payments through our Bill Payer service
12. Initiate mail-in deposits through our Remote Deposit service
13. Manage your personal finances through our Money Tracker service
14. Enroll for Wings Mobile

To activate eStatements, the External Transfer service, the Bill Payer service, the Remote Deposit service, the Money Tracker service, and/or Wings Mobile, you must separately enroll for each service through CU Online. Your use of such services will constitute your acceptance to the terms and conditions that apply to these services. For additional information about these services, including any fees that may apply, please click on the links for these services available through CU Online.

The types of Online Banking Services we currently offer through CU Online are detailed on our CU Online website. We may, from time to time in our sole discretion, introduce new features and Online Banking Services through CU Online or remove features or Online Banking

Services from CU Online. We will update CU Online and this Agreement accordingly upon any change in features available through CU Online.

2. System Availability

Subject to the terms of this Agreement, you will generally be able to access your Accounts and our Online Banking Services through CU Online 7 days a week, 24 hours a day. At certain times, CU Online may not be available due to system maintenance or circumstances beyond our control. We do not specifically warrant that CU Online will be available at all times. During times when CU Online is not available, you may be able to obtain information about your Accounts by calling our CU PAL telephone banking service at 888-692-8725, using one of our automated teller machines ("ATM"), or visiting a Wings branch location in your area during normal business hours.

3. Hardware and Software Requirements

To use CU Online, you will need Internet access and an Internet browser that supports Secure Sockets Layer with 128-bit encryption. A listing of the browser versions that we currently support is listed on our website. You are responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet service provider, or your choice of systems and computer services.

By executing this Agreement you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access CU Online. You also acknowledge and agree that you are responsible for all related costs associated with accessing CU Online.

4. Suspension or Termination of Access to CU Online

This Agreement will be in effect from the date your enrollment in CU Online is submitted by you and accepted by us and at all times while you are using CU Online or any Online Banking Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Online Banking Service through CU Online, in whole or in part, at any time without notice except as required by law. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination. All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

a. Suspension or Termination by Us

If you violate any terms of this Agreement or any other Account Documentation you have with us, you agree that we may suspend or terminate your access to CU Online. We further reserve the right to deny access to CU Online, or to deny the processing of requested transactions initiated through CU Online, in order to maintain or restore security to CU Online and our systems, e.g., if we reasonably believe there may be a high level of risk associated with your Account(s). We may also do so if we reasonably believe your Security Information has been or may be compromised or is being used or may be used by an unauthorized person(s). Also, if you do not use CU Online for a period of twelve (12) consecutive months, we may, in our discretion, terminate your access without prior notice to you.

b. Termination By Your Own Choice: If you close all of your Account(s), we will suspend or terminate your access to CU Online without prior notice to you.

c. Reinstatement of Online Access. Access to CU Online, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this

Agreement will control. If your access to CU Online was previously terminated and you are eligible for reinstatement, you may reenroll at any time through our CU Online website.

III. Online Security Procedures; Reporting Unauthorized Transactions

A. Creation of Security Information

At the time you enroll for CU Online, you will be asked to enter your Wings ID and provide Enhanced Security Data ("**Security Information**"). Your use of your Security Information shall have the same effect as your signature to authorize instructions you provide to us. You also agree to comply with such other security and authentication techniques as we may require from time to time to access your Accounts and the Online Banking Services through CU Online. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also require the use or activation of specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to utilize CU Online. Finally, we may acquire detailed information concerning the computer or computers you use to access CU Online, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to CU Online.

B. Changing your Security Information

Your Enhanced Security Data can be changed within CU Online. We recommend that you change your Enhanced Security Data regularly. At a minimum, you will be prompted to change your Enhanced Security Data every 180 days. We may specify different Security Information requirements and other security parameters from time to time.

C. Your Responsibility to Secure Your Account

You agree to safely keep your Security Information, not to record your Security Information or otherwise disclose or make your Security Information available to anyone other than Authorized Representatives of your Account(s). Anyone to whom you disclose your Security Information and anyone who has access to your Security Information will be considered to be your Authorized Representative for all purposes and will have full access to your Accounts and the Online Banking Services. You have no ability to limit any such person's authority. If anyone uses your Security Information with your permission, you will be responsible for any transactions performed by that person. If a third party should gain access to your Security Information, you alone are responsible for changing your Security Information so as to deny the third party's access to your Accounts.

Information exchanged through CU Online is protected by advanced encryption techniques while being transmitted. These security measures still require your responsible behavior in protecting your Security Information. Please use maximum caution in protecting your Security Information.

D. Lost or Stolen Security Information; Unauthorized Transfers

If you believe your Security Information has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, **contact us AT ONCE at 800-692-2274**. For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Documentation.

E. In Case of Errors or Questions about Your Account

Please contact us at 800-692-2274 with respect to errors in, or questions about, transfers to or from your Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the following address:

Wings Financial Credit Union
Attn: Account Services
14985 Glazier Avenue
Apple Valley, Minnesota 55124

IV. Additional Provisions Governing CU Online

A. Fees for CU Online

There is currently no fee to enroll in CU Online or to view your Account(s) information or make internal funds transfers between your Accounts. However, there may be other fees associated with your Account(s) or for certain Online Banking Services available through CU Online, such as the Bill Payer and Remote Deposit services. Please refer to the Account Documentation governing your Accounts for fee information or contact a Wings representative at 800-692-2274 if you have questions regarding these fees. Other fees may be assessed and billed separately by your Internet service provider.

B. Effective Time for Internal Funds Transfers Initiated Through CU Online

The transfer of funds initiated through CU Online from one of your Accounts to another of your Accounts (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur at the time that the Internal Transfer is requested and the transferred funds will be available at that time, subject to system availability. Transfers of funds to or from your Accounts using our Bill Payer, Remote Deposit, External Transfer or Wings Mobile services are subject to the cut-off times described in the Account Documentation for these services.

C. Authorization to Transfer Funds

You expressly authorize us to debit the appropriate Account in the amount of any funds transfer initiated through CU Online. You agree that we may treat any such funds transfer from an Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Account the same as a deposit or loan payment, all in accordance with the terms of this Agreement and the Account Documentation governing your Account(s).

D. Displaying Accounts

Use of CU Online requires at least one eligible personal deposit or loan account with us. If you enroll in CU Online, Account(s) on which you are named as the owner or Authorized Representative with account access will be displayed to the extent such accounts can be linked to your Social Security Number or Tax Identification Number. Such Account(s) will also be displayed without regard to who else may have an ownership interest in such accounts.

V. Viewing Account Transaction Activity and eStatements Online

A. Account Transactions Using CU Online

You are responsible for accurately entering all data necessary to perform a transaction in your Account(s) and for verifying all instructions transmitted to us. Your banking transactions using CU Online will be indicated on your monthly or quarterly statement we provide or make accessible to you for your Accounts.

B. Account Transaction Activity

Through CU Online, you may view the transaction activity on any of your Accounts. Such activity will be available for viewing for no less than twelve (12) months. The transaction activity for your Accounts can also be downloaded or printed at your convenience.

C. Description of eStatements

You may elect to have your periodic statements and other required disclosures accompanying your periodic statements (“**eStatements**”) for certain Account(s) (namely, your share and other deposit accounts) delivered to you electronically in place of paper disclosures. You may sign up for eStatements at any time through CU Online. If you have elected to receive eStatements, you may view your periodic statements and other disclosures that we would otherwise deliver by mail through CU Online. Your eStatements can also be downloaded or printed at your convenience. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Accounts.

In most cases, enrolling your Account(s) for eStatements will automatically mean that we will no longer mail paper statements to you for those accounts. In some cases, we may continue to send you paper statements and disclosures in addition to your eStatements.

Additional details on E-Statement enrollment are provided on the E-Statement web pages available through CU Online.

D. Accessing your eStatements

Your eStatements will be presented to you through CU Online. You will need to ensure that your computer software meets the requirements set forth in this Agreement and the E-Communication disclosures in order to view, print, and/or save your online statement and legal notices. Your periodic statements for your Account(s) will be available online for up to a maximum of 24 months. There may be a gap in the historical statements available online for some types of Accounts if you do not enroll immediately at the time the account is first opened. Following your enrollment in eStatements, you may begin viewing your periodic statements online beginning with your next statement cycle. You will continue to have the option to request a paper copy of your statement by calling us at 800-692-2274. There will be a fee associated with this service. Please refer to the Account Documentation governing your Account for paper statement fee information or contact us at 800-692-2274 if you have questions regarding these fees.

E. Changing Statement Delivery Method

At any time, you can change the way we send you communications for certain Account(s) by changing your delivery preferences by contacting us at 800-692-2274. Available options may vary depending on the type of Account. We may also offer other methods for changing your delivery options from time to time, either directly or through one of our affiliates. When you change your statement-delivery option, the change will take effect in your next statement cycle. When you tell us to stop sending you mailed (paper) statements, we'll send you an email every statement cycle to let you know that your current statement is ready to be viewed online, unless we tell you otherwise at the time you change your statement-delivery option. Changing the way we send you account statements for an Account also authorizes us to send you other disclosures and communications concerning your Account using the same method. We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen. For Accounts that are in default or subject to the automatic stay in bankruptcy, we may, at our sole option, elect to discontinue delivering eStatements.

F. Termination of eStatements

We may terminate delivery of eStatements to you for one or more Accounts without notice. You may also withdraw your consent to receive eStatements at any time by contacting us at 800-692-

2274. If you withdraw your consent to receive eStatements, you may be assessed a fee for each periodic statement we deliver to you by mail. Please refer to the Account Documentation governing your Account for paper statement fee information or contact us at 800-692-2274 if you have questions regarding these fees.

G. Email Address Maintenance

It is your responsibility to provide us with a true, accurate and complete e-mail address and to maintain and update promptly any changes in this information. You can update your e-mail address online or by contacting us at 800-692-2274. Unless otherwise prohibited by law, rule or regulation, if our email to you is returned as undeliverable, we may discontinue sending email messages, discontinue future online statements and deliver your account communications in writing sent by U.S. Postal Service until you provide us with a valid email address. You may be assessed a fee for each periodic statement we deliver to you in writing. Please refer to the Account Documentation governing your Account for paper statement fee information or contact us at 800-692-2274 if you have questions regarding these fees.

VI. Online Bill Payer Service

The Bill Payer service allows you to pay bills out of a Bill Payer Account on a one-time or periodic basis to payees that you designate subject to the limitations described below. With respect to this service, the word "Bill Payer Account" means a checking Account you have with us that you have designated as your bill payment account. You authorize us to process Bill Payer requests from your Bill Payer Account.

A. Service Definitions

"Service" means the Bill Payment Service offered by Wings Financial Credit Union ("we", "our", "us"), through CheckFree Services Corporation.

"ACH" means an electronic payment made through the ACH system.

"Corporate Check" means a payment made using a corporate check issued through the Service by CheckFree Services Corporation.

"Draft Check" means a payment made by a check payable from your Wings Financial Credit Union checking account.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

B. Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. We may not process any payment if we know the required transaction information is incomplete.

C. Payment Methods and Timing

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, ACH, a Draft Check, or a Corporate Check.

Payments made through ACH will be debited from your account on your Scheduled Payment Date and received by the Payee on the same date. Payments made by Corporate Check will be debited from your account on your Scheduled Payment Date and the check will arrive on or before your Scheduled Payment Date. Payments made through a Draft Check will be debited from your account when the check is processed by the Payee and the check will arrive on or before your Scheduled Payment Date.

D. The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement and does not violate any other terms of this Agreement. The Service Guarantee does not apply if the Service is terminated, cancelled or suspended by either party.

E. Payment Authorization and Payment Remittance

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directive.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Transfers to or from any Bill Payer Account are subject to the fees, terms and conditions applicable to that Account as set forth in the Account Documentation.

F. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Cancellation requests must be received by 9pm CST (10PM EST) on the first day of processing the payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

G. Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Support Services. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Wings Schedule of Fees.

H. Bill Pay Limits

You may not schedule a single payment for greater than \$25,000 or the available balance in your Payment Account plus any available overdraft protection balance, whichever is less. Notwithstanding the foregoing, we may further limit the amount or number of payments you can make on a daily or monthly basis, or in the aggregate.

I. Prohibited Payments

Payments to Payees outside of the United States or its territories, payments to payees designed by the Office of Foreign Asset Control as a prohibited payee, and payments that violate any law, statute, ordinance, regulation, or provision of this Agreement are prohibited through the Service. If we process a prohibited payment, the payment/service guarantees outlined above shall not apply to the payment, and we reserve the right to not process a like payment in the future.

J. Exception Payments

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

K. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

L. Exclusions of Warranties

THE SERVICE 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE AND THE SERVICE MAY BE INTERFERED WITH BY FACTORS OUTSIDE OF OUR CONTROL.

M. Password and Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 1 (800) 692-2274, option 6, during business hours.

N. Your Liability for Unauthorized Transfers

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

O. Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 1 (800) 692-2274, option 6, during business service hours, Monday-Friday 7AM-7PM CST;
2. Write us at:
Wings Financial Credit Union, Attention: Support Services
14985 Glazier Avenue, STE 100
Apple Valley, MN 55124

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

P. 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 or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

Q. Service Fees and Additional Charges

Bill Payer is free when you make three or more bill payments each calendar month. If you make less than three payments in any given month, a fee of \$5.95 will be assessed the following month. The billing cycle for Bill Payer is per calendar month. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

R. Failed or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your

Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,

The Service is authorized to report the facts concerning the return to any credit reporting agency.

S. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

T. Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Support Services. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

U. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may contact Support Services via one of the following:

1. Telephone us at 1 (800) 692-2274, option 6, during business hours; and/or
2. Write us at:
3. Wings Financial CU
14985 Glazier Avenue, STE 100
Apple Valley, MN 55124

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to the Service, notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate, refuse to provide 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 or suspend the Service to you at any time for any reason without advance notice. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

V. Payee Limitation

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

W. Returned Payments

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

X. Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution.

Y. Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Support Services Department says and the terms of this Agreement, the terms of this Agreement will prevail.

Z. Indemnification

You agree to defend, indemnify and hold harmless us, our employees and representatives from any loss, damage, claim or demand (including attorneys' fees) arising out of your breach of this Agreement and/or your use of this Service.

AA. Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

BB. No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

CC. Amendments

We may amend this Agreement at any time by posting a revised version on the Site. Any use of this service after a notice of change or posting of a revised version of this Agreement will constitute your agreement to such changes and revised versions.

DD. Captions

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.

EE. Governing Law and Exclusive Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of laws provisions or conflict of law provisions in any other jurisdiction. The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement will be decided exclusively by and in the state or federal courts of Dakota County in the State of Minnesota. The parties agree to submit to the jurisdiction and venue of such courts. The prevailing party in any dispute arising under this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs.

FF. Limitation of Liability

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE. OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS).

GG. Severability

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.

VII. External Transfer Service

A. General Provisions

External Transfers can be used to transfer funds between a Designated Account and an External Account ("External Transfers"). With respect to this service, the term "Designated Account" means a checking or savings Account you have with us that you have designated as your Account for External Transfers. The term "External Account" shall mean a checking or savings accounts held by institutions other than us and registered for External Transfers. You must be the account holder of the External Account. To activate External Transfers you must have at least one eligible Account with us.

B. Limits on External Transfers

Transfers to or from External Accounts may be made in amounts of up to \$2,500 per External Transfer or a maximum of \$6,000 per rolling 30 day period in the aggregate from all your combined Accounts, except as otherwise noted below and provided that such transfers may not exceed the available balance in your Designated Account plus any available overdraft protection balance. Notwithstanding the foregoing, for security reasons, we may further limit the amount or number of External Transfers you can make on a daily or monthly basis, or in the aggregate.

C. Cutoff Times

Requests for External Transfers that we receive by 2:00 pm CST on any Business Day (the "Cutoff Time") will begin processing on the same day. Requests for External Transfers received after the Cutoff Time on any Business Day will begin processing on the following Business Day. Transfers to an External Account will be deducted from your Designated Account held by us on the "Send On" date and will usually be reflected in your External Account on the "Deliver By" date. There must be adequate funds in your Designated Account at the time we attempt the deduction or your request will not be processed. Transfers to and from External Accounts are subject to the processing times of the financial institution holding your External Accounts. Instructions entered via the External Transfer service may be cancelled until the Cutoff Time on the "Send On" date.

D. Applicable Rules

Transfer instructions relating to External Accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your Designated Account held by us or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the applicable Designated Account or any other of your accounts or claim a refund from you.

E. Lines of Credit

External Transfers made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder.

VIII. Notices and Communication

A. General Provisions

Except as expressly provided otherwise in this Agreement, you agree that we may provide you notices and other information regarding your Account(s), Online Banking Services, or CU Online (collectively "**Account Related Information**") through mail, electronically, by phone or by other means available. If there is more than one owner on your Account, we may send Account Related Information to any one of them. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners and Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit.

B. Consent to Communication

You expressly agree that we may from time to time make telephone calls and send emails and text messages to you in order for us to:

- service your Accounts and Online Bank Services,
- collect any amount you may owe, or
- discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may call you and send email or text messages to you at any telephone number or email address you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. Emails and text messages sent to others pursuant to your instructions and on your behalf may identify you by name and may state that we are sending them on your behalf and according to your instructions. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via SMS text message, including a confirmation from us in the event you withdraw your consent.

C. Communicating with Us by Email

CU Online provides an option for you to communicate with us by email and by in-session secure messaging. Through these channels, you may send us questions about your Account(s) or maintenance and/or problem resolution issues, or to give comments regarding your satisfaction with your banking services. Email is not a secure method of communication over the Internet and we recommend you do not send confidential information (e.g. social security number or account numbers) by email. However, the in-session secure messaging option offered within CU Online is secure. You cannot use email to initiate transactions on your Accounts. To initiate a transaction to or from one of your Accounts, please use the appropriate functions within CU Online or call us at 800-692-2274.

D. Changes to Contact Information

You agree that you will notify us immediately in the event of a change to your contact information

(e.g. mailing address, email address, phone number). Address changes may be initiated:

- at your request. You may instruct us to change the contact information to which we send notices or Account Related Information concerning your Account at any time by contacting us at 800-692-2274 or notifying us in writing at Wings Financial Credit Union, attn.: Account Services, 14985 Glazier Avenue, Apple Valley, Minnesota 55124. Changes to your email address may also be made through CU Online.
- if we receive an address change notice from the U.S. Postal Service.
- if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or email address only for the account(s) you specify or for all or some of your other account(s) with us.

IX. Third-Party Service Providers, Software and Content; Limitations

A. Third-Party Service Providers

We may use third-party service providers acting on our behalf to assist us in offering one or more of the Online Banking Services provided through CU Online. You agree that we have the right under this Agreement to delegate to such third-party service providers some or all of our rights and performance obligations that we have under this Agreement, and that our third-party service providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Our third-party service providers are required to adhere to Wings' strict standards of security and privacy protection. When using our Bill Payer service, paper checks processed by nonaffiliated third parties may show that they were drawn on a third-party service provider rather than on us.

In the event any third-party service provider is unavailable or we determine, in our discretion, that we cannot continue providing any third-party service provider network access, we may discontinue the related Online Banking Service or may provide such service through an alternate third-party service provider. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third-party service providers unless required by applicable law.

B. Third-Party Software

From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "**Third-Party Software**"). CU Online may also provide a download option for Accounts that allows you to download certain information into Quicken™, QuickBooks™, , and Microsoft™ Excel if you have installed one or more of these programs on your computer. You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

1. When using Third-Party Software to download certain information about your Accounts, certain limitations and restrictions apply, including, without limitation:
 1. account information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
 2. statements generated by us are the official record of account transactions, positions and balances, and that the information you download is for tracking purposes only and should not be considered an official record;

3. information you can download may not include all of your account activity;
 4. not all of the information in your Accounts can be downloaded into your Third-Party Software;
 5. the account information that you download to your Third-Party Software will not be automatically updated by us, and you agree and acknowledge that you will have to update the Account information by downloading more current information from your Accounts; and
2. You agree and understand that:
1. you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software or download using the Third-Party Software may be accessed by unauthorized third parties;
 2. if you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information;
 3. the Account information you download through Third-Party Software is provided to you "as is" and "as available";
 4. you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software;
 5. we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Account information downloaded through Third-Party Software, which may not be the most updated information and may not include pending transactions;
 6. any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device; and
 7. we will not be liable to you for your inability to use the Third-Party Software; the accuracy, timeliness, loss or corruption, or misdelivery of any Account information or any other information processed by the Third-Party Software; or unauthorized access to your Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

C. Third-Party Content

From time to time, we may offer information, commentary, and tools supplied by companies that are not affiliated with us ("**Third Party Content**"). All of the Third-Party Content available through CU Online is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to CU Online. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content.

X. Privacy

All information gathered from you in connection with using CU Online will be governed by the provisions of your other Account Documentation governing your Account(s) and the Wings' privacy policy that was previously provided to you in connection with your Account(s).

XI. Disclaimer of Warranties; Limitations of our Liability and Obligations to You; Your Agreement to Indemnify us Against Certain Losses

A. Disclaimer of Warranties

To the fullest extent permitted by law, we make no warranties of any kind for CU Online or the Online Banking Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that CU Online will be uninterrupted or error free, that defects will be corrected, or that CU Online is free of viruses or other harmful components.

B. Limitations of Our Liability and Obligations to You

To the fullest extent permitted by law and by our other Account Documentation with you, we will not be liable for or obligated to honor, in whole or in part, any transaction or instruction in the following instances:

- Due to your actions or omissions, or those of third parties which are not within our immediate and reasonable control;
- Due to your negligence or breach of any agreement with us;
- If we are unable to confirm to our satisfaction the authority of any person to act on your behalf;
- If, through no fault of ours, you do not have adequate funds in your Account to complete the transaction, or if that account has been closed, or if withdrawals from that account have been prohibited by court order such as a garnishment or other legal process;
- If you have not properly followed our instructions, or if your computer malfunctions or fails, or if CU Online or any part of the electronic funds transfer system network was not working properly and this problem should have been apparent to you at the time you attempted to make the transaction;
- If we reasonably believe a transaction is fraudulent or unauthorized;
- Due to scheduled system outages or circumstances beyond our reasonable control despite reasonable precautions that we have taken (e.g. delays or losses caused by telecommunications or internet outages, postal strikes, actions by third parties, equipment failures and acts of God).
- If the transaction or instruction is not in accordance with applicable law, our policies and procedures, or any term or condition of this Agreement or any other Account Documentation;
- Due to any ambiguity, inaccuracy or omission in any instruction or information provided to us;
- Due to your failure to initiate the transaction or instruction within the time requirements communicated by us;
- If we have other reasonable cause not to honor the transaction for our or your protection.

We shall only be liable to you for our gross negligence or willful misconduct in performing the services provided for herein, unless otherwise required by law. We do not make any representation that any content or use of CU Online is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

In no event will we or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, CU Online, or the inability to use CU Online, even if advised of the possibility of such damages.

C. Your Additional Responsibilities

You are responsible for:

- actions that may be taken by anyone using CU Online after signing in with your Security Information, except as otherwise set forth herein or in the Account Documentation governing your Accounts. We are entitled to rely and act upon instructions received using your Security Information; and
- keeping your Security Information confidential and for ensuring that you have signed off from CU Online when your session is complete to prevent unauthorized persons from using CU Online.

You further agree that you will:

- not use CU Online for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use CU Online;
- not use CU Online for any activity or use that may disrupt CU Online or the networks through which you access or use CU Online; and
- not access or attempt to access any account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

D. Customer Indemnification Obligations

Except to the extent that we are liable under the terms of this Agreement or another Account Documentation, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- 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;
- any fraud, manipulation, misuse or other breach of this Agreement or CU Online by you or your Authorized Representatives;
- your violation of any law or rights of a third party; or

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of CU Online by you or your Authorized Representatives.

XII. Miscellaneous Provisions

A. Amendments to this Agreement

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update this Agreement on CU Online. CU Online will be updated on the effective date, unless an immediate

change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use CU Online after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Accounts or certain Online Banking Services are governed by the Account Documentation otherwise governing each Account or Online Banking Service.

B. Governing Law; Arbitration; Venue; Jury Trial Waiver

This Agreement will be read and interpreted according to the laws of the State of Minnesota, without regard to conflict-of-law rules. If a dispute arises between us with respect to this Agreement, its enforcement or our Online Banking Services, either of us may require that it be settled by binding arbitration in accordance with the arbitration provisions contained in the Account Documentation governing the applicable Account or Online Bank Service. Minnesota state courts and U.S. federal courts located in Minneapolis, Minnesota, will otherwise be the only courts where legal actions regarding this Agreement can be brought. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

YOU AND WE EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY TRANSACTION HEREUNDER.

C. Assignment

We may assign our interest in this Agreement to any now-existing or future direct or indirect subsidiary of Wings; however, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

D. Relationship Between This Agreement and Other Account Documentation You Have With Us

Unless this Agreement specifically states otherwise, if there is a conflict between the terms and conditions contained in this Agreement and the terms and conditions of any other Account Documentation between you and us, or any other such agreement has terms that are not specifically addressed in this Agreement, then the other agreement will control and take precedence. The other agreement will only control with respect to the Account or Online Banking Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in the specific Account Documentation for your Account or Online Banking Service, but that do not appear in this Agreement, will apply. As an exception to the general rule described in this Section, if any other Account Documentation you have with us includes terms that address your online access to an Account, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address online access.

E. Entire Agreement; Severability

Together with other applicable Account Documentation, this Agreement represents the agreement between you and us regarding CU Online and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing CU Online will be deemed to have been modified by us and applied in a manner consistent with such laws.

If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable, it shall be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other action or jurisdiction.

F. Waiver

We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If you have any questions regarding this Agreement, please call us at 800-692-2274 or write to us at Wings Financial Credit Union, attn.: General Counsel, 14985 Glazier Avenue, Apple Valley, Minnesota 55124.