

Registration Disclosure

Broadview Federal Credit Union
4 Winners Circle, Albany, NY 12205
www.broadviewfcu.com

Please read these terms carefully. This Online Mobile and Banking Terms and Conditions ("Agreement") governs your use of Broadview Federal Credit Union's online banking service ("Service"). The Service includes our online, SMS (Text Banking), and mobile banking services. Your use of the Service is subject to certain restrictions, including geographic limitations. Please print a copy of this Agreement for your records. By subscribing to or using the Service you agree to the terms and conditions in this Agreement and (after their effective date) any changes in such terms and conditions, as they apply to the use of the Service. If you do not agree with the terms and conditions, you may not use the Service.

In this Agreement, "you" or "your" refers to the person(s) subscribing to or using the Service; "we", "us" or "our" refers to Broadview ("Broadview") and any third party provider, agent, independent contractor, designee, or assignee Broadview may, in its sole discretion, involve in the provision of the Service. If you are using the Service on behalf of (and /or in connection with an account owned by or a loan by) a business, association or other entity, "you" or "your" will also refer to such business, association or other entity, unless context clearly dictates otherwise. Nevertheless, your acts as a user shall be deemed acts of the business, association or other entity you represent while using the Service in connection with an account owned by or a loan by a business, association or other entity. You agree that you are duly authorized to consent to these terms on behalf of such business, association or other entity, and Broadview can rely on this. "Account" shall mean your checking, investment, savings, and loan accounts accessible through the Service.

I. BROADVIEW'S E-SIGN CONSENT DISCLOSURE

In accordance with federal law, Broadview is required to obtain your consent before providing required disclosures electronically as you complete the electronic application process for the Service. Because the Service is a service provided solely via electronic means, the Electronic Signatures in Global and National Commerce Act requires that we provide the following disclosure and that you agree to it by clicking the "I Agree" button at the bottom of this page before we can permit you to continue with the application process.

Your consent to receiving electronic disclosures will apply to the disclosures provided for the Service, and for any additional products or services you sign up for through our online banking platform.

To receive disclosures electronically, you must have:

- Access to the Internet and a supported Internet browser. The following is a list of supported browsers:
 - **Google Chrome:** Latest 2 versions
 - **Firefox:** Latest 2 versions
 - **Microsoft Edge:** Latest 2 versions
 - **Safari:** Last 2 major versions or 1 major version if over 1 year old
 - **Chrome for Android:** Last 2 major versions
 - **Mobile Safari for IOS:** Last 2 major versions

- An active email account

- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader)

- An operating system capable of supporting all of the above

- Access to a printer or the ability to download and save information in order to keep copies for your records

- If using a Broadview banking app, please refer to the corresponding app store for operating system requirements

By consenting, you acknowledge that you meet the hardware and software requirements. If an update to a higher version becomes available for your Internet browser after you have given your consent, you may need to download the higher version in order to access and/or print the disclosures and notices in the future. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your electronic statements and other related notices, we will give you notice of our revised hardware and software requirements. Continuing to use our electronic services after receiving notice of the change is reaffirmation of your consent to use electronic statements and notices with us.

Because we may provide certain disclosures related to the Service as soon as you consent, you will not be able to withdraw your consent to receive those disclosures electronically. You may, however, request paper copies of these disclosures at any time, free of charge, after consenting to receive electronic disclosures and submitting your online application, by contacting us at 800-727-3328. You may also withdraw your consent at any time by contacting us at 800-727-

3328 or visiting any Broadview branch. However, withdrawing your consent may result in the revocation of your use of the Service and any additional online products or services you have signed up for.

In order to effectively communicate with you, you must advise us if you change your email address, by using the contact methods described above.

Important note: please do not send confidential information via email. If you need to send something confidential – be sure to sign in to the Service and use the secure email provided there.

II. ONLINE BANKING /BROADVIEW BANKING APP AGREEMENT AND DISCLOSURE

By initiating inquiries and/or fund transfers through the Service, or by permitting another to use the Service on your behalf, you acknowledge receipt of the Agreement and Disclosure and agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions in our other agreements with you governing your checking, savings, and loan accounts accessible in connection with the Service. You further agree to follow all instructions provided by the Service and reflected on your screen. The terms and conditions of this Agreement are in addition to the terms and conditions of any and all other deposit account and credit agreements you have with Broadview, including all such disclosures made pursuant to such agreements. You further agree to abide by any terms or conditions which may be added due to future enhancements to the Service.

1. **SERVICE** - The Service is designed for members who desire the flexibility and convenience of 24-hour access. You may:
 - Inquire about and download account balance and transaction history on your linked Accounts
 - Initiate fund transfers between your Broadview accounts
 - Make transfers to another member's account, if you have pre-designated such accounts when enrolling for the Service or at a later date
 - Obtain line of credit advances and have the funds deposited to your savings or checking accounts
 - Access your Account statement via the eStatement option [Note: This feature requires separate enrollment in the Broadview eStatement Service]

- Perform self-service Account maintenance such as reordering checks, initiating stop payments on checks, changing address and phone numbers, and changing your online banking username and password
 - Send us secure online mail and chat messages
 - Access your credit card information
 - Enroll in and manage the Text Banking service
 - Enroll in and manage text, email and push alert services
 - Deposit checks with a scanner or a mobile device camera
 - Access Broadview's loan application service
 - Enroll in and manage external transfer services (services that allow you to transfer funds to and from your Broadview Account to accounts at other financial institutions) [Note: Additional fees for use of this service may apply]
 - Enroll in and manage Broadview's Bill Pay service (service that allows you to pay bills from your Share Draft account) [Note: Additional fees for use of this service may apply]
 - Additional services and features will be included as they become available
 - Enroll and manage Broadview's Savvy Money service (service that allows you to obtain your credit score, credit report, and receive loan offers from Broadview).
2. **BUSINESS AND PROCESSING DAYS** - The Service will be available 24 hours a day, seven days a week, except when down for maintenance as indicated in the paragraph titled "System Unavailability."
3. **LIMITS ON TRANSFERS AND TRANSACTIONS** - There is no limit to the number or value of transfers you may initiate between your Broadview Accounts through the Services, provided sufficient funds are available in your Account or sufficient credit is available on your line of credit. You cannot initiate a transfer from restricted Share Certificates or IRA accounts, or any restricted accounts, such as mortgage holding or Holiday Club accounts. Overdraft Protection is NOT automatically triggered to cover "insufficient funds" transactions. You may initiate transfers from your Account to another member's account ONLY if you have pre-designated such other member's accounts or shares. We reserve the right to limit the frequency and dollar amount of transactions at any time for security reasons.
4. **FINANCE CHARGES ON LOAN TRANSFERS** - Each transfer made from your line of credit is considered a cash advance and finance charges begin to accrue from the effective date of the transfer, in accordance with the terms of your credit agreement(s).
5. **FUNDS AVAILABILITY AND ACCRUAL OF DIVIDENDS** - Funds from electronic funds transfer credits/deposits between your Broadview Accounts will be available on the effective date of the transfer. Dividends begin to accrue on the business day on which the transfer is posted.

- 6. ISSUANCE AND CONFIDENTIALITY OF YOUR PASSWORD** – You will create your password when completing your registration for the Service. Your password is confidential and should NOT be disclosed to others or recorded on documents or records located on or around your computer or mobile device. You agree not to disclose or otherwise make your password available to anyone not authorized to sign into your Accounts. If you authorize anyone to access your Account through the Service, that authority shall continue until you specifically revoke such authority by changing the password or by notifying us. You understand that if you share login credentials to your Account with anyone, you have authorized that individual to transfer and withdraw funds from any of your Accounts which can be accessed by those login credentials, regardless of whether that person is authorized to transfer or withdraw funds from the Account(s) by any means other than by use of the Service. If you fail to maintain security of your login credentials and we suffer a loss, we reserve the right to terminate your use of the Service, as well as to terminate other Broadview deposit and loan services. We will not be responsible for any losses you suffer due to your failure to maintain the security of your password, except as required by law or regulation. Users of the Service should use such other password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to Account and transaction information and funds transfer capabilities. The Service provides the capability for you to change your password. To help safeguard your security, you should change your password frequently. If you forget your password, you may use the forgotten password feature.
- 7. USE OF BIOMETRIC AUTHENTICATION** - Broadview offers users of certain mobile devices an application that will allow the use of the mobile device's built-in biometric-sensor technology as a separate form of login credential for mobile banking. This application cannot discern between the biometrics of individuals enrolled on your device and, therefore, can only determine whether or not a biometric was successfully added to the device's biometric recognition repository and not whether the biometrics belongs to the owner of any particular Account. Should you elect to use this technology, you are liable, to the same extent as for all other login credentials, for all transactions made or authorized with the use of such biometric recognition credentials. You agree that if you believe your mobile device has been compromised or any party has validated an unauthorized biometrics for access to your mobile device, you will immediately notify Broadview.
- 8. YOUR RESPONSIBILITY FOR YOUR EQUIPMENT AND PROTECTING AGAINST VIRUSES** - You must take all reasonably practical measures to ensure that any computer or other device (each a "Device") from which you access the Service is free of malicious code including, without limitation, malware, Trojan horses, and worms (each a "virus" and together "viruses") and is adequately maintained in every way. You must therefore ensure that any Device you use to access the Service is adequately protected against acquiring viruses. You are solely responsible for operating your Device and your internet

access. Broadview will not be responsible for errors, deletions, failures, or damages of any kind that occur because of malfunctions of your Device, software, or internet service.

9. **EMAIL ADDRESS** - In order to ensure that Broadview is able to provide you with important communications you must register your current email address within the Service and update it when changes occur. You can update your email address by logging into the Service at broadviewfcu.com or the Broadview Mobile App and updating your email address within the "Settings" area of the Mobile App. If you fail to update or change an incorrect email address or other contact information, you understand and agree that communications and notices will be deemed to have been provided to you if they were sent to the email address you have registered with the Service.
10. **BROADVIEW'S LIABILITY FOR FAILURE TO MAKE TRANSFERS** - We agree to make commercially reasonable efforts to ensure the full performance of the Service. We will be responsible for acting only on those instructions we actually receive from you in accordance with the terms of this Agreement. We will not assume responsibility for losses and damages:
- If through no fault of our own, you do not have enough money (available funds) in your account to make the transfer;
 - If the transfer would go over the credit limit on your line of credit;
 - If the Service was not working properly;
 - If, through no fault of our own, the transfer instruction is received with incorrect information;
 - If there are postal delays in delivering the payment to the Payee;
 - If there are processing delays by the Payee due to their own mishandling or due to incorrect payment information that was provided by you;
 - If circumstances beyond our control such as :fire, flood, natural disaster, natural causes, state of emergency, earthquake, tornado, or other weather related factors, events of force majeure, interruption of business activities in the locales where our facilities are located, delay in the U.S. Mail, power shortages or failure or system failure, Acts of God, acts of so- called hackers or crackers, viruses, denial of service attacks, strikes, riots, labor disturbances, civil unrest, war and governmental restrictions;
 - If the funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal;
 - If you are in default on an account to which you are attempting a transfer;
 - If you did not properly follow the Service instructions on how to make the transfer;
 - If you did not give Broadview complete, correct, and current instructions or information;
 - If your Device and/or software malfunctioned for any reason;

- If the transfer could not be completed due to system unavailability;
- We blocked the transfer to protect the integrity or security of the Service and/or our system;
- If there is any loss, damage or injury resulting from: (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your telephone company or from deficiencies in your line quality; (iii) any defect or malfunction of your Device; (iv) an interruption of the service provided by your Internet Service Provider; or (v) any other loss of communications services, including, without limitation, cable and satellite services;
- If, at any time, we have identified you as a credit risk and we have chosen to (i) make all payments and/or transfers initiated by you via the Service utilizing a paper draft, as opposed to electronic method; or (ii) terminate your use of the Service, or (iii) if we stop offering the Service;
- If we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your username, password, or Account has occurred or may be occurring;
- Except as otherwise provided by law, for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by the Service;
- If we are otherwise exempted from liability under applicable laws and regulations; or
- There may be other exceptions not specifically mentioned;

11. MEMBER'S RESPONSIBILITY AND LIABILITY FOR UNAUTHORIZED TRANSFERS -Tell us AT ONCE if you believe that your login credentials have been lost or stolen or that someone has used them or may use them to access your Account or conduct transactions without your permission. Telephoning is the best way of keeping your possible losses to a minimum. Call us at 800-727-3328 or write to us at: Broadview Federal Credit Union, 700 Patroon Creek Blvd., Albany, NY 12206-1067. If you notify us within two (2) business days after learning or suspecting that your login credentials were lost, stolen, or used by someone without your permission, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your login credentials, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could be liable for as much as \$500.

If your statement shows 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 or otherwise made available to you, you may not get back any money you lost 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) kept you from telling us, we may, in our sole discretion, extend the time periods.

If you have authorized someone else to use the Service on your behalf, you are responsible for all transactions that person(s) initiates at any time, even if the amount or transactions exceed what you may have authorized.

12. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

(EFT) - Contact us IMMEDIATELY at 800-727-3328 or write to us at Broadview Federal Credit Union, 700 Patroon Creek Blvd., Albany, NY 12206-1067 if you think your statement is incorrect, or shows transactions that you did not authorize, or if you need more information about a transfer. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. 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.

If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We may take up to ten (10) business days after we hear from you to conduct our investigation. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, we are not required to credit your Account.

For transactions initiated outside the United States, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of Account opening, we will provisionally credit your Account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation. We will send you a written explanation of our findings within three (3) business days after we complete our investigation. We will correct any errors within one (1) business day after determining that an error occurred.

If we determine there was no error, you may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. We will make these available to you to the extent possible without violating any other person's right to privacy. We may revoke any provisional credit provided to you if we find that an error did not occur.

13. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS - Transactions processed through the Service will appear on your periodic account statements. You will get a monthly account statement of the electronic funds transfer activity on your Accounts unless

there is no activity in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments through inquiry of your transactional Account history using the Service.

14. **FEES AND CHARGES** - Broadview reserves the right to impose fees or to subsequently change any fee structure, if necessary, at its discretion. Some features within the Service may charge a fee. In the event a fee may apply, you must accept a separate disclosure containing the fee(s) in order to use that feature.
15. **ACCOUNT TRANSACTION HISTORY** - Each time you inquire and download Account transactional information, you will receive transaction data for the current month or from a selected date range. You may also choose to view history for up to the previous 17 months. If you wish to maintain all of your Account information on your Device, it is advisable to download transaction information at least once every sixty (60) days.
16. **ONLINE MAIL CAPABILITIES AND LIMITATIONS** - The Service includes secure mail message capabilities, allowing you to send and receive electronic mail messages to and from Broadview. Broadview will review and respond to such messages during normal business hours within a practical timeframe. Broadview will NOT process any requests for fund transfers received via secure mail messages.

Broadview will not act upon requests for replacement/temporary password, reports of lost or stolen login credentials, or unauthorized transactions (refer to "Member's Responsibility and Liability for Unauthorized Transfers" above for appropriate action), reports of lost or stolen credit or debit cards, or on any other requests for which Broadview would normally require written notification or your authorizing signature, without first confirming the authenticity of the email request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. Broadview will not take action based on your secure mail requests until Broadview receives your message and has a reasonable opportunity to act. If your request requires immediate attention, contact Broadview directly by telephone, in person, or via secure live chat via the Service.

17. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** - We will only disclose information to third parties about your Account or the transfers you make: (1) where it is necessary for completing transfers or activating an additional Service; (2) in order to comply with government agency or court orders; (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (4) if you give us your written permission; or (5) to a consumer reporting agency.

18. **SYSTEM UNAVAILABILITY** - Access to the Service may be unavailable at certain times for the following reasons: (1) scheduled maintenance; (2) unscheduled maintenance; or, (3) system outages and unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages that may cause system unavailability. Broadview will make commercially reasonable efforts to ensure the availability of the Service. However, Broadview is in no way liable for the unavailability of the Service or any damages that may result from such unavailability.
19. **OTHER LIMITATIONS OF LIABILITY** - Only browsers recommended on the "Configuration" page of the Service website are acceptable. You are solely responsible for the selection, installation, maintenance, and operation of your Device and software. Broadview expressly disclaims any and all liability as it relates to the improper use of your Device and the transmission of data. Broadview is not responsible for any errors or failures due to any malfunction of your Device or software, or unsuitability of your Device or software, or any virus, or any problems that may be associated with the use of any internet service.
20. **TERMINATION OF AGREEMENT AND SERVICE** - You may terminate your use of the Service with Broadview at any time by notifying Broadview either orally or in writing and discontinuing use of the Service. Broadview may terminate its Service and this Agreement at any time by giving you notification, either orally or in writing. Whether you or Broadview terminates this Agreement, the termination shall not affect your obligations under this Agreement for any transfers or payments made prior to termination. Broadview reserves the right to deactivate member access to the Service for those who have not logged into the Service for 90 consecutive days or more.
21. **INCORPORATION BY REFERENCE** - The disclosures, fees, and policies set forth in the Funds Availability and Electronic Fund Transfers Regulation E Disclosure sections of the Member Benefits Guide or the Business Benefits Guide, together with any Addendum and Fee Schedule adopted and approved by Broadview from time to time are incorporated into this agreement by reference. You agree that you have received, understand, and accept any additional terms and conditions set forth therein.
22. **INTELLECTUAL PROPERTY RIGHTS** - Your use of the Service does not grant you any ownership or proprietary rights in it or to any part of Service. All rights, title and interest in and to the Service remain with us or our agents or licensors as applicable. You will not (i) reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the Service or any part thereof (ii) modify, translate, adapt, rent, lease, loan, create or prepare derivative works of the Service or any part thereof (iii) provide, disclose, divulge or make available to or permit the use of the Service or any part thereof by any third party (iv) copy or reproduce any part of the Service or any part

thereof or (v) interfere or attempt to interfere with the Service or any part thereof in any way.

23. **SERVICE WARRANTIES** - YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED "AS IS" AND "as available". To the maximum extent permitted by law, we expressly disclaim and you hereby waive all warranties of any kind, either express or implied without limitation, implied warranties or merchantability, fitness for a particular purpose or non-infringement of third party rights. The Services are not error free, and are not continuously available
24. **INDEMNIFICATION** - In addition to the indemnifications set forth in the Agreement, you agree to indemnify and hold Broadview harmless from any claim, cost, loss, or damage arising directly or indirectly from your failure to comply with this Agreement.
25. **LIMITATIONS OF LIABILITY** - In no event shall Broadview or its officers, directors, employees or agents be liable to you for any loss including, without limitation loss of data, injury or damages, whether direct, indirect, special, incidental, exemplary or consequential, including lost profits arising out of or related to this Agreement or the subject matter herein even if Broadview has been advised of the possibility of such loss, injury or damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you.
26. **MASTER USERS AND SUB-USERS** - Certain memberships may have access to Broadview's Business Online Banking services. If your membership qualifies for these Services, you may have the ability to designate a "Master User" to manage your services and the Master User will be able add other persons as "Sub-Users".
1. Master User. You will access and use the Business Online Banking through your Master User, who you authorize as your agent to take any and all actions on your behalf to enroll you in the Business Online Banking, including those Services requiring separate enrollment such as ACH origination, Bill Pay, external funds transfer, and online statements, and to initiate or originate any and all actions or transactions available via Business Online Banking Services. By adding other persons as Sub-Users you agree to deliver a copy of this Agreement and the Membership and Account Agreement to the Sub-user.
 2. Sub-Users. You further authorize your Master User to add Sub-Users of your Business Online Banking Services and designate which of your Accounts they may access and the level of activity in which they can engage in such Accounts. Accordingly, you hereby authorize each Sub-User to act on your behalf based on the

rights that your Master User delegates to such Sub-Users. The designation of your Master User and Sub-Users, if any, as your authorized agents to engage in Business Online Banking Services will be considered the authorization for all other Account owners. Therefore, any and all actions or transactions undertaken or originated by your Master User and Sub-Users on an Account, including those you did not want or intend, are transactions that are authorized by you and you are responsible for those transactions.

3. **Two or More Signature Account.** You understand and agree that to the extent of their authority, each Master User or Sub-User acting alone may initiate actions or originate transactions as disclosed in the Business Benefits Guide. Broadview does not assume and, in fact, expressly disclaims any duty to enforce multiple signature or authorization requirements.

27. **AMENDMENT** - We may amend or change any of the terms and conditions of Agreement at any time proper notice written notice to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must discontinue using the Service. Notwithstanding the foregoing, we may amend or change the term(s) or condition(s) without prior notice to you if the change does not result in higher fees, more restrictive service use, or increased liability to you.

28. **ASSIGNMENT** - You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

29. **WAIVERS** - No delay or omission by us in exercising any rights or remedies under this Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise therefore or the exercise of any other right or remedy by us. No waiver by us shall be valid unless in writing signed by us.

30. **GOVERNING LAW** - This Agreement is made in New York State and shall be construed and governed by the laws of the state of New York to the extent that New York law is not inconsistent with controlling federal law.

31. **NOTICES** - Any notice required hereunder shall be sent by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically, or by any other means agreed upon by both parties. If notice is going to Broadview, it must be sent to; Broadview Federal Credit Union, 700 Patroon Creek Blvd, Albany, New York 12206-1067 and, if to you, at the most recent address shown for you in Broadview's records.

32. **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.

ACCOUNT AGGREGATION SERVICES ("Yodlee")

YODLEE -- END USER LICENSE AGREEMENT

The following terms apply to Yodlee only and are in addition to, not instead of the terms of the Agreement, unless the context requires otherwise, in which case these terms shall control with respect to Yodlee only.

End User Agreement: By using the account aggregation services, you hereby agree to the following:

1. **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.
2. **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.
3. **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.

4. **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 re-substitution, 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, as fully to all intents and purposes as you might or could do in person. 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.

5. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT

1. YOUR USE OF THE YODLEE 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 NON-INFRINGEMENT.

2. 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.

3. 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.

6. **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.

7. **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.

AUTHORIZATION AGREEMENT FOR EXTERNAL LOAN PAYMENTS (ACH DEBITS)

- 1. Disclosure and Agreement:** You (the Member) hereby authorize Broadview Federal Credit Union to initiate debits from your account at the depository financial institution named herein (“Financial Institution”) and hereby authorize the Financial Institution, or any entity acting on behalf of the Financial Institution, to debit the same to said account.
- 2. Liability for Unauthorized Transfers:** If you believe that an unauthorized transfer has occurred, you must notify your Financial Institution within sixty (60) days after receiving the periodic statement from your Financial Institution on which the unauthorized transfer FIRST appears. If you do not notify the Financial Institution within such time and the Financial Institution can prove that it could have prevented someone from authorizing the transfer if you had told the Financial Institution, you could be liable for all unauthorized transfers that occur before notice is given to the Financial Institution.
- 3. Notification for Unauthorized Transfer:** If you believe that an unauthorized transfer has been made or may be made, contact your Financial Institution immediately. The prompt reporting of any unauthorized transfer to your Financial Institution may limit the amount of your liability (see Liability for Unauthorized Transfers #2 above). To report an unauthorized transfer to us pursuant to this Authorization, call us at 800-727-3328. Our normal business hours are Monday through Friday, 8:00 a.m. to 6:00 p.m., Saturday, 8:00 a.m. to 2:00 p.m., except when specified. You may also notify us in writing at: Broadview Federal Credit Union, Patroon Creek Corporate Center, 700 Patroon Creek Blvd., Albany, NY 12206-1067.
- 4. Fees:** Broadview Federal Credit Union provides this ACH debit service to you at no charge. There is a fee for the return of a debit to us for any reason other than Stop Payment or Authorization Revoked as disclosed in the Fee Schedule. Such a fee will be assessed at the time the debit is returned and will be automatically charged against your Broadview Federal Credit Union account. Broadview Federal Credit Union reserves the right to amend its fee schedule with proper notice. Your Financial Institution must provide you with prior notice of any fees it intends to assess for this service.
- 5. Funding Account(s):** You may only add accounts that you own to this service. This means you must be on the account at the other Financial Institution in order to authorize payments from that account. Otherwise we reserve the right to deny or discontinue this service. It is your responsibility to keep your funding account information up-to-date in the event it changes. As a security measure , we may send two small transactions of different amounts to your account at the other Financial Institution. It may take up to three business days for those transactions to appear in your account. Before the account can be used, we will ask you to confirm the

transaction amounts to ensure you're the owner of this the account.

- 6. Payments:** Payments scheduled by 4 p.m. EST Monday through Friday (excluding holidays) where the payment date selected is the current or following business day will be processed and applied to your loan within three business days. Payments that are scheduled after 4 p.m. EST with a payment date of the current or following business day will be processed the next business day and credited to the loan within the following three business days. Recurring or one-time payments with a payment date that is more than one business day into the future will be processed and applied to your loan within three business days of the selected payment date. Interest will continue to accrue and late charges may be assessed, if applicable, until final credit is applied to your loan.
- 7. Limitations:** We may impose; a limit on the dollar amount; the number of transactions allowed through this service; and the loan types eligible for payment through this service.
- 8. Notice that Transfer has Occurred:** You may call Broadview Federal Credit Union's Automated Bank-by-Phone Solution (DIAL) or review your account via Broadview Federal Credit Union online banking, Broadview Federal Credit Union Text Banking or Broadview Federal Credit Union's Mobile App to find out whether or not the pre-authorized transfer has been made or you can call us at 800-727-3328.
- 9. Right to Receive Documentation:** You will receive a monthly statement from Broadview Federal Credit Union. You also have the right to receive a periodic statement from your Financial Institution for each monthly cycle in which an electronic fund transfer has occurred and at least a quarterly statement if no transfer has occurred. You can request notification via email when a payment is initiated. This notification is only that the payment will be attempted and is not a guarantee that the payment has posted to the loan.
- 10. Right to Stop Payments of Pre-Authorized Transfers:** You may stop payment of a pre-authorized electronic fund transfer from your Financial Institution account by notifying your Financial Institution orally or in writing at least three (3) business days before the scheduled date of the transfer. If you call your Financial Institution to stop payment, you may also be required to put your request in writing and submit it to your Financial Institution within fourteen (14) days after you call.
- 11. 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. Once the service has begun

processing a payment it cannot be canceled or edited.

12. Right to Terminate Authorization: Broadview Federal Credit Union reserves the right to terminate this authorization at any time for the return of a debit to us for any reason, such as if you do not have the full loan payment amount available at your Financial Institution or if your accounts at Broadview Federal Credit Union are not in good standing. There is a fee for the return of a debit to us for any reason, other than Stop Payment or Authorization Revoked, as disclosed in the Fee Schedule. Broadview Federal Credit Union reserves the right to cancel this service at any time for any reason.

13. Liability for Failure to Make or Stop Certain Transactions: If Broadview Federal Credit Union or your Financial Institution does not complete or stop (upon proper notice outlined in #10 above) a transfer to or from your account on time or in the correct amount, the responsible party (either the Financial Institution or Broadview Federal Credit Union) will be liable for your losses or damages. However, there are some exceptions. Broadview Federal Credit Union will not be liable, for instance (a) if, through no fault of our own, the debit is returned for incorrect information or insufficient funds; or (b) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you or in your agreement with your Financial Institution.

14. Information Disclosure: Broadview Federal Credit Union will only disclose information to third parties about your account or the transfers you make for the following reasons: (a) where it is necessary for completing transfers, (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau, (c) in order to comply with government agency or court orders, or (d) if you give your written permission.

15. In case of Errors or Questions about your Electronic Transfers: Contact us IMMEDIATELY at 800-727-3328 or write us at Broadview Federal Credit Union, Patroon Creek Corporate Center, 700 Patroon Creek Blvd., Albany, NY 12206-1067 if you think your statement is incorrect or if you need more information about a transfer. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. 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. If you notify us verbally, we may require you

to send us your complaint or questions in writing within ten (10) business days. We may take up to ten (10) business days after we hear from you to conduct our investigation. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the credit union is not required to credit your account. For transactions initiated outside the United States, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation.

We will send you a written explanation of our findings within three (3) business days after we complete our investigation. We will correct any errors within one (1) business day after determining that an error occurred. If we determine there was no error, you may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. We will make these available to you to the extent possible without violating any other person's right to privacy. You will be responsible to reimburse the credit union for the amount we credit your account plus any collection costs and reasonable attorney's fees.