

Premier Credit Union

General Terms & Conditions – Digital Banking Service

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS DIGITAL SERVICE.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY PREMIER CREDIT UNION (for purposes of these terms and conditions the term "Premier Credit Union" includes Premier Credit Union's affiliates, as applicable) FROM TIME-TO-TIME AND POSTED ON THIS SERVICE.

No Warranties. Although Premier Credit Union attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the SERVICE, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, PREMIER CREDIT UNION ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

Finally, without limitation as to the foregoing, in regard to Limitation of Liability. IN NO EVENT WILL PREMIER CREDIT UNION OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF PREMIER CREDIT UNION IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Use of SERVICE. Contents are included in this SERVICE solely for the personal use of SERVICE users. You may not copy (other than a copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of this SERVICE without the prior written consent of Premier Credit Union, which may be withheld in its sole discretion.

Copyrights and Other Intellectual Property. Except where otherwise expressly noted or as noted below, all Contents of this SERVICE, including the graphics, icons and overall appearance of the SERVICE, are the sole and exclusive property of Premier Credit Union and/or its subsidiaries or affiliates. Certain of Premier Credit Union's trademarks and/or service marks are also listed below. The posting of the Contents of this SERVICE neither constitutes a waiver of any of Premier Credit Union's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the SERVICE user or to any third party. Contents of this SERVICE are protected by United States and

international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the SERVICE.

The display of third-party trademarks within this SERVICE does not grant a license of any kind to the reader. Any downloading of material contained in the site, or of any site linked to the site may be a violation of federal trademark and copyright laws. Any downloading of Contents of this SERVICE or any SERVICE linked to this SERVICE may be a violation of federal and other trademark laws and federal copyright laws.

Links to Other SERVICES. Premier Credit Union may establish links between this SERVICE and one or more SERVICES operated by third parties. Premier Credit Union has no control over any such other SERVICES or the contents therein. The existence of any such links shall not constitute an endorsement by Premier Credit Union of such SERVICES, the contents of the SERVICES, or the operators of the SERVICES.

Transmissions to and from this SERVICE. Except where expressly indicated otherwise, transmissions to and from this SERVICE or directed to Premier Credit Union, including E-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at Premier Credit Union. Please do not use E-mail to send us communications which contain confidential information, which we require to be in writing, or which need our immediate attention. Please call 1-866-273-9938 or write to us at this address: Premier Credit Union, 800 9th Street, Des Moines, IA 50309, Attention: Digital Banking Member Service. Any transmission to this SERVICE, including E-mails shall be deemed and remain the property of Premier Credit Union. Premier Credit Union shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a SERVICE user to Premier Credit Union through this SERVICE.

Modifications. Premier Credit Union may at any time make modifications, changes, and alterations to the Contents of this SERVICE, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of this SERVICE following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Governing law. These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Iowa, without regard to the conflict of laws thereof, and to the laws of the United States.

Venue. Disputes arising from the use of this SERVICE shall be exclusively subject to the jurisdiction of any federal or state court for the State of Iowa.

Severability. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver. No waiver by Premier Credit Union of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

You may contact Premier Credit Union:
Address – 800 9th Street, Des Moines, IA 50309
Phone – 1-800-273-9938 or 515-282-1611

General Description of Digital Banking Service Agreement

What Does This Agreement Cover?

This is the Agreement between you and Premier Credit Union and governs the use of Digital Banking services. These services permit Premier Credit Union members (consumers, sole proprietors, and other business members) to perform a number of banking functions on accounts linked to the service through the use of a personal computer, mobile device or mobile smart phone, including some credit card accounts with our affiliates. Unless indicated otherwise by the context, "linked Premier Credit Union accounts" or "linked accounts" refers to all your accounts with Premier Credit Union or its affiliates that you have linked to Digital Banking.

Accepting the Agreement

When you use any of the Digital Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

Relation to Other Agreements

Your use of Digital Banking services may also be affected by the agreements between us for your linked Premier Credit Union accounts. When you link an account to Digital Banking services, you do not change the agreements you already have with us for that account. Similarly, when you use Digital Banking services to access an account, you do so under the terms and conditions we gave you in the agreement and disclosure for the account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Digital Banking services.

Digital Banking Services Equipment

Digital Banking includes a mobile app and online banking.

Online Banking

For best results, it is recommended to use the following current browsers:

Windows

- Microsoft Internet Explorer
- Microsoft Edge
- Mozilla Firefox
- Google Chrome

Mac OS

- Safari
- Mozilla Firefox
- Google Chrome

Mobile App

For best results, it is recommended to use current versions of Android and iOS operating systems.

Digital Banking for Members

You may use Digital Banking to:

- View current balance information for your Premier Credit Union accounts.
- Review available transactions for your accounts.
- View branch locations.
- View contact telephone numbers and additional contact details.
- View account alerts and notifications.
- View public information such as 'about us' and contact information.
- Perform basic services such as changing your Digital Banking User ID and Password, personalizing the Digital application and changing the language within the smart application.
- Send us secure electronic mail messages and questions regarding your accounts.
- Transfer funds between your Premier Credit Union accounts on either a one-time or recurring basis, including as a payment to an installment loan or mortgage.
- Transfer funds from your Premier Credit Union personal accounts to most Premier Credit Union personal deposit accounts of other individuals.
- Pay bills and external payees as defined by the capabilities of the Premier Bill Pay services.

Some of the above services may not be available for certain accounts or members.

Description of Digital Banking Services

Internal Account Transfers

- Processing of Transfer Requests
 - One-time immediate transfers can be made from a Premier Credit Union checking, savings, money market, line of credit to most Premier Credit Union accounts.
 - Scheduled and recurring transfers can be made from a Premier Credit Union checking, saving, money market, or line of credit account to Premier Credit Union accounts.
 - Transfers scheduled for a weekend or a non-bank business day will be processed on the next bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.
 - Transfers can be made from a Premier Credit Union personal or sole proprietor checking, savings, money market or line of credit account to most personal or sole proprietor checking, savings, or money market accounts of other Premier Credit Union members.
- Transfers from a deposit account (excluding investment accounts) are immediately reflected in the account's available balance. Transfers from a line of credit account are immediately reflected in the account's available credit amount.
- Transfers to Loan Accounts
 - Funds transferred as a payment to a credit card, line of credit, installment loan or mortgage account before 4:00 p.m. CT will be credited with the date the payment is submitted. Transfer payments submitted after 4:00 p.m. CT will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.
- Transfers to Deposit Accounts
 - For members having opened their deposit account in any state, funds transferred to that account (excluding transfers from a credit card) could take one business day to post to transaction history.
 - Transfers to a Premier Credit Union checking account as described above may be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history.
 - Please note, transfers to any deposit account on a weekend or bank holiday, will appear with our next business day's date in the deposit account transaction history.
 - All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

Limitations and Dollar Amounts for Transfers and Payments

Transfers and Payments made using Digital Banking are subject to the following limitations:

- Bill payments can be for any amount between \$0.01 and \$10,000.00.
- One-time immediate transfers between Premier Credit Union accounts can be for any amount between \$0.01 and \$9,999.99.
- Transfers submitted to the accounts of other Premier Credit Union members may not total more than \$9,999.99.
- Scheduled transfers between Premier Credit Union accounts can be for any amount between \$0.01 and \$9,999.99.
- All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system.
- At Premier Credit Union's discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements.

Transfer/Payment Authorization and Sufficient Available Funds

- You authorize Premier Credit Union to withdraw, debit or charge the necessary funds from your designated account to complete all of your designated transfers and payments.

- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- At our option, we may make a further attempt to issue the payment or process the transfer request.
- Premier Credit Union is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Canceling Transfers and Payments

- **Bill Payments**
 - In order to cancel a payment (including a payment you scheduled from an account maintained at another financial institution), you must sign into Premier Bill Pay and follow the directions provided on the Bill Pay screens.
 - Future-dated payments can be cancelled prior to 3:00 p.m. CT on the third bank business day prior to the scheduled delivery date.
- **Transfers**
 - You cannot cancel a 1-time immediate transfer after it has been submitted in Digital Banking and the information has been transmitted to us.
 - Future-dated and recurring transfers can be canceled prior to 12:00 am CT on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it.

Other Terms and Conditions

Monthly Service Charge

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the Digital Banking service.

Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access Digital Banking you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Digital Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self-service features available through Digital Banking member service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you an hourly research fee for an inquiry about a transaction. This fee will be waived if we determine that an error occurred.

Participation by Payees

Occasionally a Payee may choose not to participate in Bill Pay or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check payment from the credit union. If we are unsuccessful, or if we determine that the Payee cannot process payments in a

timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will contact you. Any obligations that you wish to pay through Digital Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You should not use the service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

Joint Accounts

When your Digital Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

Changes to Agreement

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you initiate any transfer of funds or bill payment through your Digital Banking after the effective date of a change, you indicate your agreement to the change.

Cancellation

Your Digital Banking service will remain in effect until they are terminated by you or the Premier Credit Union. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Digital Banking secure mail, or by calling member service at 1-866-273-9938. This cancellation applies to your Digital Banking services and does not terminate your Premier Credit Union deposit or credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Digital Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

Use of External Email Address

With Digital Banking services we may send messages to your external email address and notify you that responses to your payment inquiries or member service inquiries are available, or as otherwise described within the Digital Banking services. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use Digital Banking secure mail to send instructions to the Premier Credit Union. If, for any reason your external email address changes or becomes disabled, please contact the Premier Credit Union immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Digital Banking service.

Contact by Premier Credit Union or Affiliated Parties

No Premier Credit Union employee, or any company affiliated with Premier Credit Union will contact you via email or phone requesting your Digital User ID or Digital password. If you are contacted by anyone requesting this information, please contact us immediately.

Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission
- With our affiliates as permitted under Federal and applicable state laws
- On a closed account, if we reasonably believe you have mishandled it

Account Statements

We report your Digital Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we send or deliver to you the FIRST statement on which the problem or error appeared. To report an error, you must provide us with the following information: Tell us your name and account number. Describe the suspected error or the nature of the problem or describe what information you need. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question, in which case, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within 10 business days, we may not re-credit your account during the investigation. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Limitation of Liability for Digital Banking Transactions

Tell us at once if you believe your Digital Banking password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Digital Banking services could cause you to lose all your money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Digital Banking ID and password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Digital Banking session.

Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer
- If Digital Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
- If there are postal delays or processing delays by the Payee

There may be other exceptions not specifically mentioned.

Disputes

In the event of a dispute regarding Digital Banking service, you and Premier Credit Union 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 Premier Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Premier Credit Union relating to the subject matter of this agreement. If there is a conflict between what one of Premier Credit Union's employees says and the terms of this Agreement, the terms of this agreement have final control.

Assignment

You may not assign this agreement to any other party. Premier Credit Union may assign this agreement to any present or future, directly or indirectly, affiliated company. Premier Credit Union may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

Service Hours

Digital Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed when you sign on to Digital Banking.

Business Days

For Digital Banking services, our business days are Monday through Friday, excluding bank holidays.

Contact Information

Member service representatives are available weekdays from 8:00 a.m. to 5:00 p.m. and Saturdays from 9:00 am to 12:00 pm CT at 1-866-273-9938 or you may write us at: 800 9th Street, Des Moines, IA 50309.

