

**CoVantage Credit Union Consent to MyCoVantage
Terms and Conditions, Bill Pay Disclosures, and Electronic Communications:
Consumer Accounts
REVISED: April 17, 2020**

This document, entitled Consent to MyCoVantage Terms and Conditions, Bill Pay Disclosures and Electronic Communications: Consumer Accounts (this "Agreement"), is for our consumer members. It explains the terms and conditions that apply to MyCoVantage which provides consumer online, mobile and other virtual banking services offered by CoVantage Credit Union (CoVantage). It contains important information about your rights and responsibilities and CoVantage's responsibilities. By consenting to this Agreement and by enrolling in and using MyCoVantage you consent to and agree to comply with the terms and conditions, contained in this Agreement. For purposes of this Agreement, "MyCoVantage" shall refer to all services as described herein, including without limitation services related to online and mobile banking, which includes but is not limited to services such as online and mobile bill pay, person to person transactions, account to account transactions, remote deposit capture, e-bills, e-statements, and/or other forms of electronic communications, transactions and services. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in effect and governing your account. Business members can locate their specific disclosures for MyCoVantage Business on our website. Members holding both business and consumer accounts at CoVantage should consult this Agreement and the MyCoVantage Business Terms and Conditions.

E-sign – Your Legal Rights: Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this Agreement and obtain your consent to receive the information electronically. Your acceptance of this Agreement and your use of MyCoVantage services mean that you consent to this Agreement. Your consent will also apply to any other person named on your accounts or the services you use with CoVantage, subject to applicable law. For additional information, refer to the section on **Electronic Communications and e-Statements** included later in this Agreement.

Security and Privacy: CoVantage has taken steps to protect the privacy and security of your personal information as well as financial transactions with us. You should read our privacy notice before completing the enrollment process for this Service or consenting to this Agreement. Our privacy notice is available on our website.

MyCoVantage utilizes a comprehensive layered security strategy to protect your accounts and transactions conducted over the Internet and using all other applicable virtual channels. Registration and activation of your access to MyCoVantage is based on verification of your identity against information associated with the eligible account(s) that you request to be accessible via MyCoVantage. Successful registration is additionally dependent on passing an Out Of Band authentication procedure which consists of either a call or a text to a phone number already on file on the account.

Any member utilizing the CoVantage Credit Union Skills enabled through an Alexa or Google Assistant enabled device is responsible for any interaction between CoVantage Credit Union and the Alexa enabled device or Google Assistant enabled device. It is possible that settings on the device may allow verbal requests from anyone who uses the device with access to your PIN. As well, it is also possible for someone other than you could interact with CoVantage Credit Union via the Alexa or the Google enabled device, overhear confidential information while performing a transaction, or other enabled skill within the Alexa enabled device. An Alexa or Google Assistant enabled device may send member data to Amazon OR Google. Consult your agreement with Amazon and/or Google to determine how to treat those interactions. By enabling the CoVantage Credit Union Skill on the Alexa or Google Assistant enabled device, you are responsible for how the CoVantage Credit Union Skill is utilized in the environment in which it is used. This includes any communication to or from CoVantage Credit Union from your device.

You are responsible for keeping your user name/ID, password and/or other personally identifiable account information secure and confidential. You determine your own password, which is encrypted in our database. No

one at CoVantage has access to this information. EXCEPT AS SET FORTH IN THIS AGREEMENT, COVANTAGE WILL NOT BE LIABLE FOR ANY LOSS SUFFERED BY ANY MEMBER AS A RESULT, DIRECTLY OR INDIRECTLY, OF ANY UNAUTHORIZED PERSON GAINING ACCESS TO OR OTHERWISE MAKING USE OF MYCOVANTAGE, EXCEPT AS IS REQUIRED BY LAW OR REGULATION.

If you suspect any fraudulent activity on your account, you agree to call CoVantage immediately at 715-627-4336 or 800-398-2667. To the extent not prohibited by law or regulation, you agree to indemnify CoVantage against any and all damages and/or losses we sustain as it relates to your use of MyCoVantage.

In order to protect yourself against fraud, you should adhere to the following guidelines and review our internet security on our website.

- Do not give out OR share your account information, Password, or User ID;
- Do not leave your PC, mobile or other device unattended while you are logged into MyCoVantage;
- Do not allow your Internet browser to store your MyCoVantage User ID or Password;
- Do not send privileged account information (account number, Password, User ID etc.) via any public or general e-mail, wireless or internet system.
- If you believe your Password has been lost or stolen, please use the Password Change feature within the Manage Profile section of MyCoVantage to change your Password.
- Ensure that the PC or device you use to access MyCoVantage has current anti-virus software and that the operating system has current security patches installed.

MyCoVantage and Bill Pay: When using MyCoVantage to transfer funds, pay bills, or for any other purpose, CoVantage reserves the right to refuse any transaction which would cause an account to have insufficient funds, exceed a credit limit, draw against uncollected funds, or lower an account below any required minimum balance.

- There is no online banking-related limit to the number of inquiries, transfers, bill payments, or withdrawal requests you may make in any one day on a checking account.
- There may be limitations on the number of pre-authorized, automatic, or Internet transfers and withdrawals which can be made on accounts other than checking. (For a complete list of limitations, see CoVantage Consumer Services and Disclosures at www.covantagecu.org/pages/disclosures.aspx.)
- There may be limitations on the total dollar amount of transactions that can be conducted in a given period of time.

COVANTAGE IS NOT LIABLE IN ANY WAY FOR DAMAGES YOU INCUR IF:

- THERE ARE NOT SUFFICIENT FUNDS AVAILABLE IN YOUR ACCOUNT(S) TO MAKE THE SCHEDULED BILL PAYMENTS OR TRANSFERS;
- THE ESTIMATED TIME OF DELIVERY TO THE PAYEE IS INACCURATE;
- THERE ARE DELAYS IN MAIL DELIVERY;
- THERE ARE CHANGES OF PAYEE ADDRESS OR ACCOUNT NUMBER;
- THE PAYEE FAILS TO APPLY THE PAYMENT IN A TIMELY MANNER; AND/OR
- TO THE EXTENT NOT PROHIBITED BY LAW OR REGULATION, ANY OTHER CIRCUMSTANCE WHICH IS BEYOND OUR REASONABLE CONTROL OR ANY CIRCUMSTANCE IF ATTRIBUTABLE, IN WHOLE OR IN PART, TO YOU OR TO THIRD PARTIES.

You authorize CoVantage to charge your account(s) for any transactions accomplished through the use of MyCoVantage, including the amount of any bill payment or transfer that you make, and any charges for the service. You understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, you are electing to use the My CoVantage service with the bill payment feature and therefore may be charged accordingly. You authorize CoVantage to process bill payments and to transfer funds according to the instructions CoVantage receives if the instructions are received by CoVantage through MyCoVantage. You authorize CoVantage to initiate any reversing entry or correcting entry and to debit your account(s) at CoVantage or elsewhere, in order to correct any mistaken entry. You understand that if a bill payment or transfer request describes the beneficiary or payee inconsistently by name and account number, execution of the request will occur on the basis of the

account number, even if it identifies a person other than the named beneficiary or payee. Further, CoVantage and other financial institutions or merchants to which a bill payment or transfer request is forwarded may rely on any identification number supplied by you as a means to identify any other financial institution or merchant, even if the identification number is other than that of the financial institution or merchant named by you. Your obligation to pay the amount of the bill payment and/or transfer to/from CoVantage is not excused in such circumstances.

Member Liability with Cross Account, Person to Person and/or Account to Account Transfers: If you initiate a transfer to the account of another member or account at CoVantage or any other institution and transfer funds to such member, individual, or account, you do so at your own risk and that of the other account holder(s). You are responsible for entering the appropriate information and ensuring the name on the receiving account or individual is the intended deposit recipient so that such funds are transferred to the account or party you intended. If the transfer is made to an account or individual to which you did not intend to transfer funds, CoVantage will not be liable for reimbursing you, your account, or any other account or member or individual for any loss or amounts attributed to your error.

Online Fees:

Consumer Accounts: MyCoVantage and CoVantage Bill Pay are free, with unlimited access, for consumer account holders. Certain fees may be incurred in the event that non-routine services are requested or in the event of non-sufficient funds. In some cases, the fee for a request using MyCoVantage may be different than the fee we charge for the service using another channel. MyCoVantage fees include, but are not limited to:

- Non-sufficient funds (NSF) fee: \$20.00 per item
- Stop payment fee: \$25.00 per item
- Copy of check for online payment: \$15.00 per item
- Transaction refund fee: \$15.00 per refund
- Stop draft fee: \$20.00 per draft

Scheduling: When scheduling payments, you must allow sufficient time for payees to process and credit your account after they receive a transfer or payment from us. We cannot guarantee the time that any payment will be credited to your account by the payee. CoVantage will not be responsible for any late fees or charges incurred if adequate time is not allowed for payment to be received by, or credited by, any payee, or if a payment is unable to be processed due to it not qualifying as a “Properly Scheduled Payment” (see below for definition).

Funds Availability: It is important that you have sufficient funds in your checking account to cover any scheduled payments on or before the “send on” date. If available, funds from your savings account (Courtesy Pay) and/or Kwik Cash overdraft protection loan may automatically transfer to allow scheduled bill payments to be processed.

Properly Scheduled Payments: CoVantage will process “Properly Scheduled Payments” on days when the Federal Reserve System is open for operations (a “Business Day”). If any payments are scheduled to occur on a day other than a Business Day, such payments may be processed on the prior business day or on the following business day depending on what was chosen during the setup of the recurring payment and the vendor’s schedule. A “Properly Scheduled Payment” is defined as a payment:

- Made from an account that has sufficient funds for the payment and any fees associated with the payment, does not draw against uncollected funds, and which will not draw an account below any required balance.
- Scheduled to be delivered on or before the due date of the applicable bill, excluding any grace period.
- Which the bill payment service indicates is deliverable on or prior to the applicable due date.
- For which the information supplied by the member is correct (payee name and address and members’ name and account number is provided as it appears on the payee’s records).

The following are payment examples that would not qualify as a “properly scheduled payment” and are not allowed through MyCoVantage Bill Pay:

- Single payments or transactions which are \$10,000 or above.
- Non-U.S. dollar denominated payments.

- Court-order payment such as alimony, child support, speeding tickets, etc.
- Payments to payees with postal addresses located outside the United States.
- Payments to payees whose destination bank account is located outside the United States.
- Payments to tax entities.
- Payments to collection agencies.
- Payments to terrorists.

The following are payment examples that are allowed through MyCoVantage Bill Pay, but may not be covered under any payment guarantee (if applicable):

- Payments to payees located in Armed Forces Postal Codes, such as AE & AP.
- Payments to credit counseling agencies that pay creditors on the member's behalf.
- Payments to settle securities transactions.
- Payments for special or delayed financing for purchases.
- Payments to any governmental body or agency.
- Unprocessed payments due to debit failures.

For complete disclosures on CoVantage Credit Union's Electronic Funds Transfer, Funds Availability, and other applicable regulations, please contact your local CoVantage office, or refer to the Consumer Services and Disclosures brochure that was provided at the time of account opening or which can be found on our website.

Electronic Communications and e-Statements: Electronic communications allow CoVantage to quickly provide you with required account information in a secure, online channel. e-Statements for example, can be provided to you 3-4 days faster electronically than with traditional U.S. postal delivery. With e-Statements you will be notified via email that your periodic account statement is ready to be viewed, and you will then log into your secure MyCoVantage account to view your e-Statement.

By consenting to e-Statements and other electronic communications you:

1. Consent to receiving electronic communications for required account information that may include, but is not limited to: periodic, annual, monthly or other account statements; disclosures and notices related to the maintenance or operation of an account, product or service; our privacy policy and other privacy statements or notices; changes in terms and conditions; certain tax statements or notices; any notice regarding a change in fees; term share renewal notices; billing rights summary; and/or other required communications for accounts or services you have access to using MyCoVantage; and
2. Request that CoVantage discontinue mailing the above-named communications as printed documents for the accounts and services you use in MyCoVantage, and
3. Acknowledge that we may provide such electronic communications to you by posting the information on the website where you access your accounts, by notifying you through email that information is available to view in MyCoVantage, by posting a secure message within MyCoVantage, or by other electronic means as applicable, and
4. Acknowledge that you:
 - a) Have and agree to maintain an active, valid e-mail address and to provide such e-mail address to CoVantage. If your e-mail address changes you must notify CoVantage immediately by updating your MyCoVantage member profile with your new e-mail address, calling any CoVantage location, or e-mailing us at cvcu@covantagecu.org. You agree that failure to provide us with an accurate and current e-mail address is not the fault of CoVantage and may result in your not receiving required notifications, and
 - b) Have a PC or other device with internet access using current browser and software as indicated at on our website, and
 - c) Have the ability to open a PDF attachment, and
 - d) May need access to a printer or available space on your PC or device to retain copies of your statements if you wish to access them outside of MyCoVantage.

Although you provide your consent to receive statements and all required notices and records electronically, CoVantage retains the right to send such items by postal mail. Also, we may provide to you other notices and account related communications electronically that may not be required by law.

When you accept this Agreement, you consent to receiving e-Statements and other electronic communications.

Your periodic statements and other electronic communications will continue to be provided to you electronically unless you notify us personally at any CoVantage office or by phone at 800-398-2667 that you wish to go back to receiving paper statements and communications. There is no fee for reverting back to paper statements and you may request this at any time. You may request a paper copy of your statement by contacting any CoVantage location. A fee for this copy may be imposed as listed on the CoVantage Fee Schedule found on our website.

Voice Banking: Once you have setup the CoVantage Credit Union Skills enabled thru an Alexa or Google Assistant enabled device, your accounts can be accessed under Voice Banking via Amazon Alexa and/or Google Assistant. The Voice Banking service will be available for your convenience 24 hours per day, however this service may be interrupted at any time for maintenance. Please see advisories posted on the CoVantage website or within MyCoVantage for specific days and times of the planned outages. Unplanned outages may occur at any time due to unforeseen technical difficulties. Any CoVantage Credit Union Skills enabled thru an Alexa or Google Assistant enabled device may allow or disallow functionality specifically at any time thru MyCoVantage Digital Banking platform. We may change, suspend or discontinue CoVantage Credit Union Skills enabled thru an Alexa or Google Assistant enabled device at any time. We may amend the specific agreement surrounding use of the Voice Enabled functionality of the Digital Platform at any time. The revised terms will be posted on our website at www.covantagecu.org. Your continued use of the CoVantage Credit Union Skills enabled thru an Alexa or Google Assistant enabled device after the effective date of the revised Agreement constitutes acceptance of the terms.

Disclaimer of Risk: You assume all risk for the use of the CoVantage Credit Union Skills enabled thru an Alexa or Google Assistant enabled device. That skill is provided "AS IS" and CoVantage Credit Union makes not warranty or representation, either express or implied, to the warranties of merchantability, fitness for a particular purpose and Noninfringement.

Third Party Interaction and Security: CoVantage Credit Union assumes your authorization thru your use of the CoVantage Credit Union Skills enabled thru an Alexa or Google Assistant enabled device. This authorization allows CoVantage Credit Union to retrieve information regarding your account(s) based on only verbal requests from anyone who uses the device with the user PIN. You are responsible for any third-party interaction with the CoVantage Credit Union Skills enabled thru an Alexa or Google Assistant enabled device including any communication to or from the CoVantage Credit Union Skills.

Acceptance and Limitation on Liability: BY USING MYCOVANTAGE, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY FOR THE TECHNOLOGY USED IN ACCESSING MYCOVANTAGE. COVANTAGE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, OF MYCOVANTAGE OR OUR BILL PAYMENT SERVICE. COVANTAGE FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO MYCOVANTAGE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COVANTAGE DOES NOT WARRANT OR REPRESENT THAT MYCOVANTAGE WILL OPERATE UNINTERRUPTED OR THAT SUCH SERVICES WILL BE ERROR FREE. COVANTAGE WILL NOT BE LIABLE FOR ANY PENALTIES OR SPECIAL, CONTINGENT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES DUE TO BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR DELAY IN PERFORMANCE, LOSS OF REVENUE OR PROFITS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS.

Termination of MyCoVantage and Voice Banking: You are responsible for complying with all terms of this Agreement and the regulations governing the deposit and loan accounts which you access using MyCoVantage. We

can terminate your use of MyCoVantage and privileges without notice to you if you do not comply with the terms of any agreements associated with your accounts and/or MyCoVantage services, as modified from time to time. In the case of termination, we may revoke your access to the CoVantage Credit Union Skills enabled thru an Alexa or Google Assistant enabled device.

If you would like to terminate (cancel) MyCoVantage access for your account, you can request this in person, by calling our Contact Center at 715-627-4336 or 800-398-2667, or by sending a written request with your account number, name, date of birth, current date, and signature to: PO Box 107, Antigo, WI 54409-0107. CoVantage is not responsible for any payment made before we have had a reasonable opportunity to act on your notice of termination and you will remain obligated for any payments CoVantage makes on your behalf. The termination of MyCoVantage banking services will remain in effect indefinitely unless an authorized account owner/signer on the account requests to have the MyCoVantage service re-enabled for the account. CoVantage reserves the right to revoke MyCoVantage services for an account at any time at their discretion if there is misuse of MyCoVantage.

Modification: Changes in the terms of this Agreement may be made by CoVantage from time to time and shall become effective upon the earlier of:

- The expiration of a thirty (30) day period of posting of such changes on the CoVantage website; or
- Thirty (30) days after notice by mail to you at the last address shown for the account on CoVantage's records, by notice using electronic mailing, by delivery of notice to your MyCoVantage Secure Message, or by delivery of notice thereof to the depositor by enclosing the notice in or with your monthly statement, or as otherwise permitted by law. If there is more than one depositor, then CoVantage may send the notice of change to only one depositor with such notice constituting notice to all depositors.

Jurisdiction: Except as prohibited by law or regulation, the terms and conditions of this Agreement shall be governed by the substantive laws of the United States and the laws of the State of Wisconsin, without regard to such state's rules regarding conflict of laws and without regard to your state of residence. The venue for all litigation relating to this Agreement shall be in any county in Wisconsin in which CoVantage has a retail office.