

**CoVantage Credit Union Consent to MyCoVantage
Terms and Conditions and Electronic Communications
Consumer Accounts**

This document, entitled Consent to MyCoVantage Terms and Conditions and Electronic Communications: Consumer Accounts (this “Agreement”), explains the terms and conditions that apply to MyCoVantage which provides consumer members digital 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 these 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 digital and mobile banking, which includes, but is not limited to, services such as digital bill pay, account opening, loan applications, person-to-person transactions, account-to-account transactions, remote deposit, Paperless 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 **Paperless Statements and other Electronic** Communication 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 Opt Out Notice is available on our website. Except as set forth in this Agreement, CoVantage will not be liable for any losses 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.

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.

CoVantage is not liable in any way for damages you incur if:

- There are not sufficient funds available in your account(s) to make 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 numbers;
- 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 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 MyCoVantage with the bill payment feature and therefore you may be charged accordingly. You authorize CoVantage to process bill payments and to transfer funds according to the instructions CoVantage receives from you including but not limited to instructions received 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 you supply as a means to identify any other financial institution or merchant, even if the identification number is different from the financial institution or merchant you named. 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, Member-to-Member 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.

Member Liability with ACH Transactions and Wire Transfers: If you or another user initiate an ACH transaction or wire transfer to the account of another individual or entity you do so at your own risk and that of the Account Holder. You are responsible for entering the appropriate information so that such funds are accurately transferred to the account or party you intended. If the transaction is made to an account or party in error, CoVantage Credit Union will not be liable for reimbursing you, your account or any third party for any loss attributed to your error.

Paperless Statements and other Electronic Communication:

- By consenting to Paperless Statements and other electronic communications you:
- 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 ("electronic communications"); and

- Request that CoVantage discontinue mailing the electronic communications as printed documents for the accounts and services you use in MyCoVantage, and
- 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
- Acknowledge that you:
 - Have and agree to maintain an active, valid email address and to provide such email address to CoVantage. If your email address changes you must notify CoVantage immediately by updating your MyCoVantage member profile with your new email address, calling any CoVantage location, or emailing us at cvcu@covantagecu.org. You agree that failure to provide us with an accurate and current email address is not the fault of CoVantage and may result in your not receiving required notifications, and
 - Have a personal computer (PC) or other device with internet access using current browser and software as indicated on our website under Website Accessibility, and
 - Have the ability to open a PDF attachment, and
 - 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 Paperless Statements and other electronic communications. Your periodic statements and other electronic communications will continue to be provided to you electronically unless you notify us that you wish to receive paper statements and communications going forward. When paper statements are requested, the monthly paper statement fee imposed will follow the current CoVantage Fee schedule found on our website. You may request a paper copy of your statement by calling 800-398-2667; mailing to CoVantage Credit Union at PO Box 107, Antigo, WI 54409-0107; or requesting in-person at any CoVantage location. Please note that if you permanently opt-out of paperless statements, it will result in the loss of access to MyCoVantage digital banking services. The fee for a copy of a statement is listed on the CoVantage Fee Schedule.

Assignment and Delegation: We can assign our interest and responsibilities under this Agreement, delegate our responsibilities under this Agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this Agreement, as we deem appropriate.

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 Pay 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: 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.

Termination of Membership, Limitation of Services: You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused or has fraudulent activity; you have demonstrated conduct which is abusive in nature; as outlined in any policy regarding restricting services; or as otherwise permitted by law.

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 thirty (30) days after 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.