

**Elevations Credit Union**  
**Online Banking, eDocuments and Bill Pay Services Agreement and Disclosures**

**1. Introduction.** This Agreement is the contract, which covers your and our rights and responsibilities concerning online banking services offered to you by Elevations Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who submit an online authorization form and any authorized users. The word “account” means any one or more share accounts you have with the Credit Union.

By submitting the authorization for the online banking services, or by accepting or using the Access Code to make any online banking transaction you agree to the following terms governing your and our rights and responsibilities concerning online electronic funds transfer services. Online banking services and Bill Pay services are electronic funds transfers (“EFTs”) that are electronically initiated transactions involving your deposit accounts. For other types of electronic transaction disclosures refer to our Electronic Funds Transfer Agreement located in our Membership Agreement and Disclosures at [ElevationsCU.com](http://ElevationsCU.com).

- 2. Online Banking Services.** Upon approval, you may use a computer or mobile device to access your accounts through online banking. You must use your Username along with your Password to access your accounts. The online banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the online banking services may not be available due to system maintenance or other reasons not caused by the Credit Union. You will need a computer or mobile device, an internet connection and a compatible web browser (for a complete list of compatible browsers see [ElevationsCU.com](http://ElevationsCU.com).) The online address for the online banking service is [ElevationsCU.com](http://ElevationsCU.com) or [m.ElevationsCU.com](http://m.ElevationsCU.com) for mobile devices. You are responsible for the installation, maintenance and operation of your computer, mobile device and modem. The Credit Union will not be responsible for system unavailability or for any errors or failures involving any telephone service, your computer, or mobile device. At the present time, you may use the online banking service to:
- Transfer funds within the same account between your Savings, Checking, any Money Market and Loan accounts, including making principal-only loan payments.
  - Initiate cross account transfers between your Savings, Checking, any Money Market and Loan accounts, including making principal-only loan payments.
  - Review account balance, and transaction history for Checking, Savings, Certificates, any Money Market and Loan accounts.
  - Change your Username, Password or electronic mail (Email) address.
  - Schedule your transfers: as immediate, recurring or future dated.
  - View or edit pending transfers, and view completed transfers.
  - Initiate One Time and Recurring bill payment transactions from your Checking Account, or cancel pending Bill Pay transactions.
  - Make stop payment or address change requests and other transactions permitted by the Credit Union.
  - Assign a nickname to your accounts to make them easier for you to recognize within online banking.
  - View pending Elevations Debit Card authorizations prior to them posting to your checking account
  - View copies of cleared checks.
  - Access your eDocuments which include your periodic account statements (eStatements); eNotices (examples include but are not limited to: certificate maturing, negative balance fee, courtesy pay fee, Credit Card over limit, late payment fee, change in terms etc.); and year-end tax statements.
  - Access your monthly Visa Credit Card and FlexLine Plus billing statements.
  - Receive account Alerts.
  - Communicate with the Credit Union using the Email feature on our website at [ElevationsCU.com](http://ElevationsCU.com) or through the Secure Message Center on the “Contact Us” menu in online banking.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures, as applicable.

**3. Online Banking Service Limitations.** The following limitations on online banking transactions may apply

- a. Transfers. You may make transfers to your other accounts as often as you like. For Savings or any Money Market Accounts, if applicable, you may make up to six (6) preauthorized, automatic or online banking to another account of yours or to a third party during any calendar month. All Money Market Accounts are subject to additional account limitations and fees as outlined in the Truth and Savings Terms and Conditions Disclosure and Fee Schedule. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
- c. Temporary Holds. To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more, and are used to protect the Credit Union.  
The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover the your transactions.
- d. Secure Email. You may use secure Email available on our website at [ElevationsCU.com](http://ElevationsCU.com) or send us a message through the Secure Message Center in online banking. Email may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive Email communications that you send and the Credit Union will not take action based on Email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4.
- e. Bill Pay Service. Upon enrollment in the Bill Pay service, you agree to follow the requirements of the Bill Payment Service User Instructions, as listed below, and as may be hereafter amended.
  - i. Designated Accounts. You must designate your Checking Account as the account from which payments that you authorize will be deducted. The Checking Account must be current and active with no restrictions. You will be given the ability to set up merchants, institutions or individuals to whom you would like to schedule payments. The following payments are prohibited: governmental agencies, tax payments, court ordered payments, and payments outside of the United States. We reserve the right to not allow the designation of a particular merchant or institution or other categories of payees that we establish from time to time using our electronic services.
  - ii. Authorized Payments. When you transmit Bill Pay instruction to us, you authorize us to transfer funds to make the Bill Pay transaction from your Checking Account. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may in our discretion do

so pursuant to any applicable overdraft agreements. Refer to the Fee Schedule for any applicable fee(s) on Non-sufficient Funds or Courtesy Pay items. We will process Bill Pay transfer requests only to those

payees you have authorized and for whom the Credit Union has proper payee information. In any event, the Credit Union will not be liable for any loss, cost or damage related to any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

You or any persons who you have authorized to use your online banking Username and Password can perform the following transactions:

- Pay any designated merchant institution or individual in accordance with this agreement a fixed recurring amount or a variable amount on a one-time payment from your Checking Account.
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.
- Bill Pay Transactions. You authorize us to process bill payments from your Checking Account. You may use the Bill Pay service to initiate two different types of payment transactions:
  - "One-Time" payments are payments that are not reoccurring. The payments can be canceled or changed through online banking up until our Cutoff Time of 8:30 p.m. Mountain Standard Time (MST) on the Cutoff Date prior to processing the payment, which is five (5) business days for paper check requests or three (3) business days for electronic payments.
  - "Recurring" payments are payments that are reoccurring on a fixed interval and fixed amount. You have an option in online banking to set Automatic Payments to continue for a specific number of payments. The payment can be canceled or changed through online banking up until our Cutoff Time and Cutoff Date prior to processing the payment, which is five (5) business days for paper check requests or three (3) business days for electronic payments.
- iii. Delivery Time. Delivery time is set by the bill payment system. When you enter the delivery by date, the system will automatically select a send on date based on typical delivery times. This date is determined by the requested transaction being processed electronically or by check. Electronic transactions take a minimum of three (3) business days for processing. Paper checks take a minimum of five (5) business days for processing and mail delivery. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge that you incur with any third party stemming from your use of the bill payment system. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union, and it is your responsibility to verify that any payment made through the bill payment system was actually received by the recipient. Please allow at least a five (5) day lead-time prior to your due date.
- iv. Processing Payments. Bill Pay payments are delivered to the payee either electronically, or by paper check to those payees not set up to accept electronic payments. Funds for electronic and paper check payments will be withdrawn from your account one (1) to two (2) business days after the specified Send On Date. Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective / posted before we are open for business on the processing date for the payment or other transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment / transaction one business day prior to the process date. If a payment is due on a Saturday, Sunday, or Federal holiday, the process date will be adjusted to allow the minimum required business days, which is three (3) business days for electronic payments or five (5) business days for paper check payments. In these cases, you should plan to have a sufficient balance on the last business day before the process date in order to ensure your payment is made on time. For merchants not set up to accept electronic payments, a paper check will be issued five

(5) business days prior to the due date and the funds withdrawn from your account upon presentment of the check for payment. It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. You should enter all Bill Pay instructions before the Cutoff Time (8:30 p.m. MST) and allow sufficient delivery time. Payment instructions entered after the Cutoff Time or on a weekend or holiday will be processed on the next business day. If you do not allow sufficient time, you assume full responsibility for any late payments, finance charges or service fees that may be imposed as a result of your failure to transmit a timely Bill Pay authorization. The minimum dollar amount for a Bill Pay transaction is \$1.00 and the maximum dollar amount is \$9,999.99 per transaction with a daily aggregate limit of \$19,999.99.

- v. Canceling or Changing Payments. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a Bill Pay transaction that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the Cutoff Time prior to processing the payment instructions. If your request is not entered timely, you will be responsible for the payment.

If a Bill Pay transaction has not been received by the payee at least five (5) Business Banking days after the date the payment was due to arrive and be posted, you may call the Credit Union at the telephone numbers set forth in Section 6 to request that the payment be researched. Payments may be stopped beginning fifteen (15) Business Banking days after the date that the payment was due to arrive and be posted at the Payee. You may request that the payment be stopped and reissued to the payee or stopped and no new payment issued. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

- 4. General Limitations.** The following limitations on electronic services from the Credit Union may apply.
- a. Availability. Electronic Services are available seven (7) days week, 24 hours a day. However, from time to time, some or all of the Credit Union's services may not be available without prior notice due to system maintenance.
  - b. Transaction Limits. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving an overdraft line of credit source account will be subject to your Loan Agreement and Disclosures, as applicable
  - c. Right of Refusal. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
  - d. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to system processing and our Funds Availability policy.
  - e. Temporary Holds and Authorizations for Amounts in Excess of Transactions. To facilitate certain electronic transactions you make we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more; and are generally imposed by the transaction networks that process your payment requests. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make, including the amount that may be subject to these holds. Pursuant to the processing network's rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an "authorized amount" by you and the authorized amount will not be available via your account for 36 hours or more after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your Debit Card when checking in at hotels or

renting cars (which are the primary source of such holds/authorizations). Note: Using your Debit Card to settle your bill at departure should not subject you to these risks.

#### **5. Stop Payment Orders.**

a. Stop Payment Request. You may request a stop payment order on any check, including postdated checks, you or any account owner draw upon any Savings, Checking, or Loan account. You may also request a stop payment on a series of checks which are lost or stolen. You may request a stop payment by telephone, mail, online banking, or in person. The stop payment will be effective if we receive the order in time for us to act upon the order. You must state the account number, check number, and its exact amount for an individual check. You understand that the exact information is necessary for the Credit Union's data processing system to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist us in any legal action. The Credit Union shall not be responsible or liable for failing to stop payment of any check or other instrument, if the instrument has been modified or issued in such a way that prevents the Credit Union from being able to reasonably identify or track the instrument.

b. Duration of Order. A stop payment processed via online banking will be considered a written stop payment order and will be effective for six months. A written stop payment may be renewed in writing with the appropriate fee from the Fee Schedule. We do not have to notify you when a stop payment order expires

#### **6. eDocuments, Periodic or Visa Credit Card and FlexLine Plus eStatements.**

a. eDocuments. eDocuments include your periodic account statements (eStatements); eNotices (examples include but are not limited to: certificate maturing, negative balance fee, courtesy pay fee, credit card over limit, late payment fee, change in terms etc); and year-end tax statements. Your online periodic statements will include the periodic account and transaction activity for your Deposit and Loan accounts and/or your Visa Credit Card and FlexLine Plus billing statements; electronic funds transfer services and periodic notice of billing error rights. Responses to billing error inquiries will be sent to your postal mail address. It is important that you inform us each time your email address changes so we can communicate the availability of your eDocuments, any changes in terms, or change to our service. You can do this by completing the email address change in the Self Service menu in online banking.

b. Monthly Availability. Your monthly eStatements for your Deposit and Loan accounts will generally be available by the end of business on the 5<sup>th</sup> day of the month and on the 24<sup>th</sup> day of the month for Visa Credit Cards and FlexLine Plus in a secure area of online banking. You may access and view your eStatements at that time. The Visa Credit Card and FlexLine Plus eStatement also includes your monthly billing notice for the payment amount that is due by the 19<sup>th</sup> of the following month.

c. Access. Your eDocuments will be available for at least ninety (90) days on our website and can be obtained by using any type of computer that is linked to the Internet. You may access your eStatements as PDF documents through our website. You may access your eDocuments as PDF documents through our website. You must have PDF Reader software and you may want the ability to download and store the eDocuments electronically for your records. If you want to create a paper-copy of your statements for your records, you will also want a printer connected to the computer you use to access your eDocuments. By your consent to receive eDocuments you are telling the credit union that you have printing capability or the capability to store electronically for your records.

d. Paper Documents. We will suspend mailing your periodic statements and other documents as described above, when you consent to receiving eDocuments online. In order to receive your

eDocuments in paper form through the mail, you must withdraw your consent to receive online statements by utilizing the options provided online, or by contacting the Credit Union via online banking secured messaging, by telephone 303.443.4672 or 1.800.429.7626, or in person. A monthly fee may be assessed to your account if you choose to receive paper statements in the mail if your account features eStatements as outlined in our Fee Schedule.

## **7. Security of Password and Access Code.**

a. Initial Access. Your verbal account password is required to initially access online banking services; it is the same password you use when you call or come into the Credit Union. After you have successfully accessed the online banking services, you will be prompted to select a specific Username and Password for future access to the online banking system. Valid Usernames are at least 6 to 20 characters in length and may contain letters or numbers. Your Password must contain at least one (1) of each of the following: Capital letter, lowercase letter, number and a special character. Valid Passwords are 6 to 32 characters in length. Your Username should be different than your Password. After your initial sign-on, you may change your Username or Password at any time by selecting the appropriate function from the Self Service menu within the online banking service. When you change your Username or Password, it is immediately changed on the [online banking](#) system.

b. Security. A combination of your Username, your selected Password ("access code"), and Multifactor Authentication ("one time passcode") are used for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand, that person may use the online banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

c. Authorization. If you authorize anyone to use your access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

**8. Member Liability.** You are responsible for all transfers you authorize using the online banking services or EFT services under this Agreement. If you permit other persons to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your account, or access code and accessed your accounts without your authority. Telephoning immediately is the best way of keeping your possible losses down. For online banking transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT 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 to you or when your eStatement was made available for your review on our website, you may be liable for the full amount of the loss, we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

a. If you believe your access code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission :

- Telephone: 303.443.4672 or 800.429.7626 during normal Credit Union hours;
- contact us electronically by sending Email messages through our website at ElevationsCU.com or
- through Secure Message Center on the online banking service;
- Email: available on [ElevationsCU.com](http://ElevationsCU.com)
- Mail: Elevations Credit Union  
P.O. Box 9004  
Boulder, CO 80301-9004

**9. Business Days.** Our business days are Monday through Friday. Holidays are not included.

**10. Fees and Charges** There may be certain charges for online banking services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law.

a. The online banking service is free to members.

b. Bill Pay Service Fee(s). A Non-Sufficient Funds fee or Courtesy Pay fee (as set forth in the Fee Schedule) will be charged for a Bill Pay payment that is presented and paid as a courtesy or returned due to insufficient or unavailable funds. A stop payment fee (as set forth in the Fee Schedule) will be charged for each stop payment request.

**11. Transaction Documentation.** Transfers, bill payments and withdrawals transacted through online banking will be recorded on your periodic statement. You will receive an electronic statement monthly, or you may request that your statement be printed and provided by mail.

**12. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated in the Elevations Credit Union Privacy Notice section of our Membership Booklet and on our website at: [ElevationsCU.com](http://ElevationsCU.com). However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express written permission.

**13. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, our sole responsibility is for our own error, and will be limited to the amount of the transaction. In no case will we be liable for any indirect, special or incidental damages. Additionally, there are some exceptions which include the following:

- a. Through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your overdraft line of credit source, if applicable.
- b. You used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.

- c. Your computer fails or malfunctions or online banking services were not properly working and such problem should have been apparent when you attempted such transaction.
- d. Circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, and equipment or power failure) prevent making the transaction.
- e. The funds in your account are subject to an administrative hold, legal process or other claim.
- f. You have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- g. There are other exceptions as established by the Credit Union.
- h. Through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.

The error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.

**14. Amendments and Changes.** The Credit Union, in its sole discretion, may change any term or condition of this Agreement at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law.

**15. Error Resolution Notice.** In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth in 8a as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. If you tell us orally, we may require that you send us a signed complaint or question in writing within ten (10) calendar days. Provide the following information in your written communication:

- a. Include your name, address, telephone number, account number, and Card number for a disputed Card transaction.
- b. State the date and dollar amount of the suspected error.
- c. Describe the error, item in question, or the transfer, and explain as clearly as possible why you believe it is an error. If you need more information describe the item you are not sure about.
- d. Include your signature.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Debit Card purchase transactions) 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 we do not receive it within ten (10) business days, we may not credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we



will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

**16. Other General Terms.**

Other Agreements. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with the Credit Union, as described in your Membership and Account Agreement, prior receipt of which you acknowledge.

**17. Enforcement.** You agree to indemnify and hold the Credit Union harmless from any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of your account activity or any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Colorado which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise. In the event of any dispute between you and the Credit Union, the exclusive venue for the resolution of that dispute shall be the applicable state court situated in Boulder County, Colorado. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Colorado. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement. Transactions involving a loan will not alter the terms or conditions of the loan agreement(s), but will remain subject to the terms and conditions of this Agreement where not consistent with the loan agreement. In the case of any conflict the loan agreement will govern.

**18. Credit Union's Right to Investigate.** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or users access device(s); and to report the Credit Union's findings of such investigation to all owners and/or users.

**19. Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**20. Audit Cooperation.** Upon request, you agree to provide the Credit Union auditor or the Credit Union examiner with reasonable cooperation to verify any or your account or loan balances, or specific account transactions