ELECTRONIC SERVICES POLICY, AGREEMENT AND DISCLOSURE

Electronic services provided to you by the credit union are governed by government regulations which are discussed in this disclosure. By using our electronic services, such as mobile and online banking, online bill payment, voice banking (e.g., products such as Alexa, Siri, or Google Assistant) and our telephone voice response access (collectively, the "Electronic Services"), you agree to be bound by the terms and conditions of this policy, agreement and disclosure ("Agreement"). As a member of the credit union, you are also subject to the terms and conditions of the Membership Service Agreement ("Membership Agreement"). In this Agreement, the words "we," "us," "our" and "credit union" mean Wings Credit Union. The words "I," "me," "mine," "my," "you," "your," "member," "they" and "their" mean each and all parties whether one or more persons accesses our Electronic Services. The word "account" means any one or more savings, checking or other accounts you have with the credit union. The phrase "third-party service provider" means any other company we may use to help bring you the Electronic Services.

1. ACCEPTANCE

Your use of the Electronic Services constitutes your acceptance of this Agreement, and you agree to comply with all terms and conditions in this Agreement. The credit union reserves the right to modify this Agreement in any way at any time without notice, except as required by law. Your continued use of the Electronic Services following such changes, modifications or alterations is reaffirmation of your consent and agreement. If you do not consent to a modification to this Agreement or the Electronic Services, you may terminate and discontinue your use of the Electronic Services at any time by notifying us. You are responsible for making sure you understand how to use the Electronic Services as modified. The credit union will not be liable to you for any losses caused by your failure to properly use the Electronic Services or your wireless device.

2. ACCESS OPTIONS

You may access your account using online banking via our website at WingsCO.com. Online banking may be accessed by personal computer or web-enabled device. Online banking enables you to make transfers, perform inquiries, pay bills, request alerts regarding account activity, make advances on specific loans (such as a line of credit loan) and make loan payments on your accounts from a secure web browser. Voice banking features allow you to navigate the mobile app, check account balances and initiate select transactions using voice commands instead of the on-screen keyboard. Some features may have limited functionality as we continue to enhance our voice banking services, and we reserve the right to modify voice banking services without notice. Be aware of your surroundings as any commands you speak, or audible responses you receive, may be heard by others. Voice banking features are provided as a convenience to you and are not used to authenticate your identity or otherwise control access to Electronic Services. If you utilize voice banking, a separate security code/PIN will be required. Additionally, if you use voice banking features, you are responsible for confirming the onscreen action matches your request, and that you verify the accuracy of any payment instruction you provide.

For minimum browser requirements, review WingsCO.com/Online. Although older browser versions may support secure web connections, we strongly recommend you use the latest versions to take advantage of updated security features. We do require the browser (regardless of the version) to have at least a 128-bit cipher strength installed.

You may also access your account via the credit union's Mobile Banking Apps for Apple® and Android™ devices.

Mobile - Text banking account information, accessed by sending and receiving SMS text messages on a text message capable device, will allow account inquiries and transfers between accounts.

Telephone banking may be accessed through a voice response system by calling (719) 574-1100 or 800-525-9623 and selecting the telephone banking menu option using a touch-tone phone.

In online banking, a bill pay option will be available to you for electronic payment of bills from your checking account. The bill pay option may be supported by a third-party service provider. Account-to-account and other fund-transfer options will be provided subject to credit union security restrictions which may include validation of online users, your ownership of origination and beneficiary accounts and validation of requested online entries.

Upon processing your enrollment for online banking services, you will enter your online banking password. Your online banking password may be obtained through online enrollment.

A separate telephone banking Personal Identification Number (PIN) must be requested directly at a service center or by contacting the credit union's Contact center. A new Electronic Services password or PIN may be computer generated and mailed to the address we have on record for you.

Prevent unauthorized access to your accounts by keeping your log-in credentials confidential and ensure that you log out of our Electronic Services when you are finished. If you choose to activate a biometric feature, such as voice banking, it is your responsibility to control access to voice banking just as you would with your personal ID and password. We will never ask you to share your log-in credentials, and you do not need to share your log-in credentials to send or receive money using our Electronic Services.

3. FEES

All fees related to Electronic Services, including the bill pay option are described on the Fee Schedules which are available online at WingsCO.com under the "Important Account Information" link. Notice of change in fees from our third-party service provider may also be disclosed to you via online banking. You agree to pay the credit union for any fees or costs related to the use of Electronic Services. You acknowledge that the bill pay service, mobile banking and mobile-text banking are optional and are furnished by third-party service providers which may assess fees directly for these services. You will be responsible for the cost of any hardware such as a PC or cell phone, any phone line charges, text message charges, monthly bill pay charges or telephone or Internet access charges you may incur in using any Electronic Services.

4. TRANSACTIONS

Upon processing your enrollment for online services, you will enter your online banking password. Your online banking password may be obtained through online enrollment. A separate telephone banking PIN must be requested directly at a service center or by contacting the credit union's call center. A new Electronic Services password or PIN may be computer generated and mailed to the address we have on record for you. It is your responsibility to change your password/PIN upon activation of the system. For your own protection you should change your password/PIN periodically. We encourage all users to select passwords/PINs not readily known through public information. We may notify you to change your password/PIN for security purposes. As an added precaution, your password/PIN may be disabled after you have exceeded the allowable incorrect login attempts. You may initiate Electronic Service transactions at any time seven (7) days a week. As with any computer/phone system, there may be times when these services are unavailable. You will normally have unlimited session time; however, you will be required to log in with your password again once you reach a period of inactivity of twenty (20) minutes when using online banking. You may use our Electronic Services to:

a. Obtain account information related to any of your savings, checking or loan accounts.

b. Obtain account history.

c. Obtain tax information, including forms and notices regarding total interest paid and dividends earned.

d. Open additional share accounts under your primary member number subject to membership and account restrictions imposed at the sole discretion of the credit union.

e. Transfer funds between your savings or checking accounts.

f. Transfer funds from your line of credit loan to your savings or checking accounts.

g. Transfer funds from savings or checking accounts to make payments on your credit union loans.

h. Download certain information about your account using software designed for that purpose.

i. Make bill payment transfers to payees of your choice, by enrolling in the bill pay service.

j. Use other enhancements, fund transfers, transactions, inquiries, or calculations that may become available to you. You will be able to set up recurring transfers within your accounts, order checks, submit address changes, receive images of your paid check items, and receive electronic statements.

k. Perform account-to-account transfers within the credit union or to other financial institutions if this service is available for your account subject to credit union security and processing restrictions.

l. Access budgeting and financial management services.

5. LIMITATIONS

In return for the benefits received from our Electronic Services, you agree to the following limitations (Any use of these described programs is subject to all terms of the agreements and disclosures for the accounts involved):

a. There may be times that our Electronic Services are unavailable for use due to events beyond the credit union's reasonable control referred to as "Force Majeure" events such as acts of God, power outages, acts of war or terrorism. You agree that the credit union will not be liable if Electronic Services are suspended due to any Force Majeure event.

b. A "lock-out" feature is in place to deny access to your accounts once you have exceeded the allowable consecutive incorrect password/PIN login attempts on the account(s).

c. The processing of bill payment and other transfers depends on the accuracy of all payment information, which includes payment amount, account number, Payee name and address. You agree to supply accurate information for all bill payment and other transfers and to comply with credit union limits related to dollar limitations by processing day and Payee. You agree to hold the credit union harmless for your submission of inaccurate or erroneous bill payment or other transfer information.

d. You authorize the credit union to utilize third-party service providers for bill pay, budgeting and financial management, mobile and account to account transfer services being provided.

e. Bill payment and other transfers may be delayed or denied if the required information is incomplete or inaccurate. After you initiate a bill payment, funds will be withdrawn from the designated account on the processing date or the date that the bill payment is presented for payment, depending on how the payment was issued. The bill pay service provider reserves the right to determine if the funds will be sent electronically or sent by check based upon the recipient's ability to accept electronic payments. The funds may be withdrawn from your account on the processing date. Payments are not processed on Saturdays, Sundays and federal holidays. We reserve the right to process the payment at any time during the day and to reject the payment if sufficient funds in your account(s) are not available at that time. You must allow sufficient time for Payees to process your payment after they receive a payment from the service provider. The credit union will not be liable for any refusal to accept payment, service fee, late charge or finance charge. We cannot guarantee the time that any payment will be credited to your account by any Payee or be responsible for any fees incurred. In the event of dispute, we can only confirm the amount, the Payee, and the date of the bill payment transfer made by the service provider. For any other error or question you may have involving the billing statement of the Payee, you must contact the Payee directly. We are not responsible for investigating such issues. Please review our Bill Pay Terms and Conditions below for a complete disclosure on this service by the third-party service provider.

f. You may authorize the initiation of limited fund transfers through online banking. Fund transfers may be provided once validation requirements have been satisfied. The credit union has the option in its sole discretion to modify validation and security requirements for fund transfers between other credit union accounts or transfers initiated as a wire transfer or an ACH item to or from other financial institutions. For security purposes the credit union may, from time to time, modify processing limits, submission or processing times, frequency, or dollar amount of transfers you can make. You agree not to initiate or effect any funds transfer from or to an account that are not allowed under the rules and regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of Office of Foreign Assets Control (OFAC) regulations. For a single entry scheduled in advance, you must notify the credit union of your intent to revoke your authorization within one (1) business day prior to the scheduled "Transfer Date" of your single entry. You can accomplish this revocation by accessing your account via online banking and deleting the scheduled transfer located in the Transfers tab. For a recurring entry, you must notify the credit union of your intent to revoke your

authorization within three (3) business days prior to the scheduled "Transfer Date" of your recurring entry. You can accomplish the revocation by accessing your account via online banking and deleting the scheduled transfer located in the Transfers tab.

g. If any information provided is inaccurate, it may delay or prevent the processing of any request, funds transfer or transaction item.

h. Any credit given by the credit union to you for any deposit entry is provisional until we, as the Receiving Depository Financial Institution (RDFI), have received final settlement though a Federal Reserve Bank or otherwise received payment for the entry. If we do not receive such payment for an entry, Wings, as the RDFI, is entitled to a refund from you in the amount of the credit to your account and the Originator of the payment will not be considered to have paid the amount of the credit entry to you.

i. Email alerts authorized by you will be sent to the last known email address provided. It is your responsibility to update your email address with the credit union to ensure account related information included within the email alerts is properly received. You agree to release the credit union from all liability related to the email alert process that may result in delays, interruptions, or undeliverable email because of: (i) any incorrect email address you provided; (ii) routine maintenance of our systems; or (iii) other conditions beyond our reasonable control.

j. You agree that you will not initiate transactions that violate any federal or Colorado state laws.

k. You accept and agree to follow procedures established by the credit union to prevent loss to your account or to the credit union and to conform to applicable federal or Colorado state laws or regulations as they relate to your account.

l. You agree to accept usage or command limits and validation requirements established by the credit union for any web enabled device.

m. If you are in breach of this Agreement or any other loan, account, or service agreement with us or we suspect fraudulent activity on your account, we may without prior notice restrict access to your accounts or suspend your Electronic Services or access devices, including ATM or debit cards and online or mobile banking services. Such restrictions may continue until you cure any breach condition, or any fraud condition is resolved.

6. STATEMENTS

You will receive a monthly statement for all activity on your checking account and a periodic statement for all activity on your savings accounts. Activity includes electronic activity. Such statements may be mailed to your address on record with us or posted for you as an electronic statement via online banking. No other receipts will be mailed for transactions. You understand and agree that receipt of statements is when provided (posted) to you electronically if you receive electronic statements. The date that these statements are posted will be considered the "mailing" or "delivery" date by the credit union. Statements received through electronic means should be printed, reviewed, and retained by you.

7. DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may verify receipt of your direct deposit by using Electronic Services, your periodic statement, or by contacting us at (719) 574-1100 or 800-525-9623.

8. PASSWORD

Initially, when you sign up for online banking, we will ask you to enter your online password which you must use each time you access online banking. You should change your password/PIN periodically, as you deem necessary to protect the security and privacy of the account. A password/PIN is issued for security purposes; it should remain confidential and should not be written near your computer, disclosed to a third party or remain resident on your computer. **If you disclose your password/PIN to another person or allow it to remain resident on your computer, you are allowing and authorizing anyone with access to your computer the ability to perform transactions on your account(s). If you utilize mobile banking to access your account(s) online, you are authorizing anyone with access to your cell phone or mobile device**

to receive your account information and perform transfers on your account(s).You understand that by enabling Touch or Face ID or Fingerprint Sign-In, anyone who has fingerprint or facial information stored on your Device will have access to your personal and payment account information on Mobile Banking. If additional online banking usernames are established, each user will have complete access to the account relationship including the ability to transfer funds and establish additional account relationships under your primary account number.

As part of this Agreement, you agree not to make your password/PIN available to anyone not authorized to transact on your account. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by: (i) changing the password, (ii) notifying us in writing, or (iii) deleting the online banking password or telephone banking PIN. If you fail to maintain the security of any password/PIN and we suffer a loss, we may terminate all of the Electronic Services under this Agreement as well as any other credit union share or loan services you have.

9. SECURITY

You agree to be fully and solely responsible for maintaining proper anti-virus and security program or firewall software on your PC or Internet access device to prevent your PC or mobile banking access device from being controlled by another person or having another person obtain password/PIN and other confidential account information through a key logging program. You agree to maintain physical security over any web enabled device (e.g., cell phone) to prevent any unauthorized access. You authorize the credit union to utilize third party monitoring to alert the credit union when devices not associated with your normal usage are used to access your account. Accordingly, the credit union disclaims any and all liability resulting from or related to access device compromises and in no event shall the credit union be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the internet or compromises that are a result of your failure to maintain adequate anti-virus, firewall protection, software and physical PC or access device security. In the event you discover your PC or mobile banking access device has been compromised by another person, you agree to notify the credit union immediately to prevent any further loss to your account or the credit union.

10. INDEMNIFICATION

You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated in our sole discretion. You also agree to be solely liable for the use or misuse of the Electronic Services and agree to indemnify defend and hold the credit union harmless and any third-party service provider of software services from any legal action or claim asserted against the credit union and/or third-party service providers by any other party relating to your use of the Electronic Services and any claims, liabilities, damages costs and expenses (including reasonable attorneys' fees) incurred by the credit union and/or its third-party service provider as a result of your use or misuse of the Electronic Services.

11. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS; ADVISABILITY OF PROMPT REPORTING; TELEPHONE NUMBER AND ADDRESS NOTIFICATION

You may authorize additional online banking users on your account to access Electronic Services. You understand and agree that this authorization allows them access to all your savings, checking and loan accounts and you agree to be responsible for all transactions initiated by those users. In addition to your liability for any indebtedness created through the use of electronic services privileges, the credit union may, at its sole option, hold any user of Electronic Services liable for any indebtedness charged to your account(s) through the use of Electronic Services. The obligation of two or more parties will be joint and several. In any event, you as primary member will remain primarily responsible for any charges.

a) In the event your Electronic Services password/PIN has been lost or stolen, or you believe that someone has compromised your password/PIN and has transferred or may transfer money from your account without your permission, or that any other unauthorized electronic funds transfer has been or may be made, you agree to immediately call or write us at the numbers or address listed below under the Address/Telephone Number/Hours of Operation section below. The best way to inform us of any abuse of your password/PIN is by telephone with a follow up by written confirmation.

b) After notification to the credit union on a lost, compromised, or stolen password/PIN, a new password/PIN will normally be generated within one (1) business day. The new PIN will be mailed to your last known address listed in our files or communicated directly to you. The Forgot Password function may be used to reset a password or you may contact us directly to have your password reset. You agree to notify us of any email or mailing address change not later than thirty (30) days of such change.

c) You could lose funds in your account and be liable for fees associated with any abuse.

12. UNAUTHORIZED USE

Telephone us at once if you believe your password/PIN has been lost, stolen or compromised. Telephoning us is the best way of keeping your possible losses to a minimum. Your prompt notification will allow us to protect your account as well as the credit union. If your periodic statement shows transactions 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 electronically received (posted electronically), you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money 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 referenced above.

If you believe that your password/PIN has been lost or stolen or that someone has transferred or may transfer from your account without your permission, call or write us at the telephone number or address listed below.

ADDRESS/TELEPHONE NUMBER/HOURS OF OPERATION

Wings Credit Union
P.O. Box 15819
Colorado Springs, Colorado 80935-5819
(719) 574-1100 or 800-525-9623 (Toll Free)
7 a.m. – 6 p.m. (Mountain Time) Monday – Friday
8 a.m. – 3 p.m. (Mountain Time) Saturday

Corporate Banking Members – Contact your account representative

13. CREDIT UNION BUSINESS DAYS FOR NOTIFICATION

The credit union's business days for electronic services processing and notification are Monday through Friday. Saturdays, Sundays, and federal holidays are excluded.

14. 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, we will NOT be liable if:

a. Through no fault of ours, you do not have enough funds available in your account to make the transfer.

b. The transfer would exceed the credit limit on any loan or line of credit.

c. The system was not working properly, and you knew about the breakdown when you started the transfer.

d. Your password/PIN has been lost or stolen and we have blocked the account.

e. Circumstances beyond our control (such as fire, flood, computer, or telephone system malfunction) prevent the transfer, despite reasonable precautions we have taken.

f. Your account is in default.

g. The funds are subject to legal process or other encumbrance restricting such transfer.

h. The transfer request exceeds security limitations established in the credit union's sole discretion to protect your account or the credit union.

i. We were unable to properly verify that you authorized the transaction.

j. The transfer is prohibited by federal or Colorado state laws or regulations.

There may be other exceptions stated in our agreement with you. We will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages of any kind resulting from the use of or the inability to use any funds transfer or bill pay services, any inaccuracy of any information, any breach of security caused by a third party, or any transactions entered into based on the funds on hold.

15. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

The following information details your rights and responsibilities under laws governing Electronic Fund Transfers (EFT) as they apply to your accounts at the credit union that are established primarily for personal, family, or household purposes. Telephone or write the credit union at the number or address shown in this disclosure as soon as possible if you think your periodic statement is wrong or if you need more information about a transfer listed on your periodic statement. You must notify us no later than sixty (60) days after we sent the first statement on which the problem or error appeared. Your notification must include the following:

a. Inform us of your name and account number.

b. Describe the error or the transfer in question and explain as clearly as you can why you believe it is an error or why you need more information.

c. Inform us of 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 ten (10) business days. We will determine whether an error has occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we need additional time, we will provisionally credit your account within ten (10) business days (or twenty (20) business days if your account has been open for thirty (30) days or less) for the amount you think is in error. This provisional credit enables you to have the use of the money during the time it takes us to complete our investigation. If the error concerns an electronic fund transfer that is (i) a foreign-initiated transaction, (ii) point of sale debit card transaction, or (iii) a transaction occurring within the first thirty (30) days after a deposit to a new account, a 90-day investigation period in place of forty-five (45) days will apply. Please note that if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days of our request, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will debit your account accordingly and send you a written explanation. You may request copies of the documents that we used in our investigation.

16. CHANGE IN TERMS NOTICE

Notwithstanding any notice required by law, we reserve the right to change any of the terms of this Agreement and/or terminate your right to use Electronic Services at any time for any reason. Prior notice may not be given if an immediate change is necessary to protect the security of your account or the electronic funds transfer systems. Use of this service is subject to existing regulations and as they may be amended from time to time. We reserve the right to change our third-party service provider(s) at our option at any time without notice to you.

17. NOTICES

All notices from the credit union will be effective once they have been (i) mailed to the last known address in our records, (ii) sent via email to the primary account holder at the email address in our records, or (iii) posted electronically via the Internet. Notices from you will be effective when received by us at the address specified in this Agreement. It is your responsibility to promptly notify us of any email address changes you have. If you have provided us with your address, phone number and/or email address you authorize us to contact you without restriction by telephone, email, text message or in writing to administer your account regarding the processing of transactions and the prevention of fraudulent

transactions. You have the right to opt-out of specific contact methods by contacting the credit union at the telephone number(s) or address listed above.

18. AVAILABILITY OF FUNDS

You agree not to exceed the available balances in your accounts or credit limits previously established. You agree that you will have a sufficient available balance in your account at the time that you initiate any payment or funds transfer and will remain sufficient until any payment or funds transfer is finally paid. Please also see the Membership Agreement on WingsCO.com for more information about your balances and when funds will be available.

19. ACKNOWLEDGMENT OF EXISTING ACCOUNT TERMS

You understand and agree that all terms and conditions associated with your savings, checking, or other credit union accounts that are affected or accessed by electronic services still apply. You may reference the Membership Agreement on WingsCO.com for further information.

20. OVERDRAFT PROTECTION FOR BILL PAY

If your checking account available balance is insufficient to pay checks, transfers or other incoming debit items presented to us for payment, we will advance funds in accordance with your overdraft protection plan either from your savings account(s), your line of credit loan, or courtesy pay overdraft protection program established by the credit union as provided in the Membership Agreement.

At the time you open your checking account or are approved for a line of credit loan, you may select which option you want to have priority. We reserve the right to process all incoming debit items or transfers in any order and at any time we determine. We have no obligation to advance or transfer funds at the time of a needed advance or transfer if:

a. You have exceeded your credit limit on your personal line of credit loan or exhausted your available account balance(s);

b. Your personal line of credit loan has been closed or you are in default as governed by your credit agreement or if you are in default on any other obligation to us;

c. Your checking account has been closed. You agree to pay us all funds advanced by us under any line of credit loan agreement or courtesy pay overdraft protection program established by the credit union. You also agree to pay any associated finance charge imposed and such service charges and fees as we may impose from time to time to pay, to clear or return debit items presented to us for payment from your account or process fund transfers and transactions; or

d. Your account has an insufficient available balance.

21. LIEN AND SECURITY INTEREST

You understand and agree that if you owe us money, we may have a lien on your account as permitted by applicable law and you grant us a consensual security interest in any and all funds in all accounts that you are an owner, in any capacity, no matter what the source of funds in the account. At our discretion, we may exercise our right of set off and apply the funds from any account you are an owner, in any capacity, to pay off your obligations to us. Once you are in default, we may exercise this right without further notice to you.

22. STOP PAYMENTS

You may request a stop payment on a check issued through the bill pay service with a refund into your account after the stop payment becomes effective (The stop payment order is placed with our third-party service provider).

Please review the credit union's Fee Schedule on WingsCO.com for stop payment fees:

a. You may request that a stop payment be placed on a bill payment made to a Payee through our bill pay option. The stop payment order will be effective if the credit union and service provider receives the order in time for them to act upon the order and you accurately provide the account number, the amount, the Payee's name,

payment confirmation number and the date. If you give us incorrect information, we will not be responsible for failing to stop payment. 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.

b. The stop payment order on a check will be in effect for six (6) months from the date of the stop payment order or until canceled in writing by an account holder. The credit union is not obligated to notify you when a stop payment order expires.

c. An ACH stop payment order on a funds transfer or transaction will remain in effect until the earlier of (i) the withdrawal of the stop payment order by the account owners or online users, or (ii) the return of a single debit entry (or if applied to a specific originator, the return of all debit entries).

d. You should be aware that while payment of a funds transfer or transaction item may be stopped, you may remain liable to any person, including the credit union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold us harmless from all costs, including attorney's fees, damages or claims related to the credit union's action in refusing payment of a funds transfer or transaction item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information you provided.

23. APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with Colorado state law, except to the extent that federal law applies. It is also governed by the credit union bylaws and policies and National Automated Clearing House Association (Nacha) rules as amended from time to time.

24. TERMINATION OF ELECTRONIC FUNDS TRANSFER SERVICES (EFT)

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing. After termination, you agree to discontinue use of your password/PIN immediately. You agree that termination will become effective once we have had adequate time to act upon your termination request. You also agree to notify any participating Payees or other financial institutions that authority to make bill payment and funds transfers has been revoked. The credit union may also terminate this Agreement at any time by notifying you verbally, electronically or in writing. If we terminate this Agreement, we may notify any participating Payees making any preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that the credit union will not accept any further preauthorized transaction instructions. We may also program our processing systems not to accept your password/PIN for any EFT service. As a security precaution, the credit union may terminate your service if it has not been accessed for sixty (60) days or longer. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT made prior to termination.

25. ENFORCEMENT

You agree to be liable to the credit union for any liability, loss, expense as provided in this Agreement that the credit union incurs as a result of 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. In the event either party brings legal action to enforce this Agreement or collect overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, not to exceed the statutory 15 percent (15%) limitation, including fees on any appeal, bankruptcy proceedings and any post judgment collection actions, if applicable. If there is a lawsuit, you agree that it shall be filed and heard in El Paso County in the State of Colorado. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provisions enforceable and such modification shall not affect any other provision of this Agreement.

In the case where a provision in another agreement the credit union has with you conflicts with a provision in these terms and conditions, these terms and conditions will apply.

26. LIMITATION OF WARRANTIES

THE CREDIT UNION, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OUR SERVICE PROVIDERS PROVIDE THIS SITE AND THE ELECTRONIC SERVICES AND RELATED DOCUMENTATION "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ELECTRONIC SERVICES, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUR CONTROL. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CASUED BY THE MOBILE PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL MOBILE PHONE, SOFTWARE, OR OTHER EQUIPEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

BILL PAY TERMS AND CONDITIONS

1. SERVICE DEFINITIONS

a. "Service" means the Bill Payment Service offered by the credit union.

b. "Payee" is the person or entity to which you wish a bill payment or e-mail payment to be directed or is the person or entity from which you receive electronic bills or e-mail payments, as the case may be.

c. "Payment Instruction" is the information provided by you to the Service for a bill payment or e-mail payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

d. "Payment Account" is your credit union checking account from which bill payments or e-mail payments will be debited.

e. "Business Day" is every Monday through Friday, excluding federal holidays.

f. "Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also (other than for a laser draft payment) the day your Payment Account will be debited; unless the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be considered to be the Business Day after the non-Business Day.

g. "Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

h. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

2. PAYMENT SCHEDULING

Your Payment Account must have sufficient available funds no later than 4:00 p.m. MT, the Business Day prior to the credit union authorizing payment through the Service or your Scheduled Payment will not be processed. The earliest possible Due Date for each Payee (typically five (5) or fewer Business Days from the current date) will be designated within the Service platform when you are scheduling the payment. When scheduling payments, you must select a Pay Date that is no later than the actual Due Date reflected on your billing statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Pay Date that is at least one (1) Business Day before the actual Due Date. Pay Dates must be prior to any late date or grace period.

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your Payment Account. The Service will not be responsible for any late payment related charges should a payment post after its Due Date regardless if the payment was scheduled to be delivered on or before the Due Date of your bill, excluding any grace periods.

Laser draft payments, i.e. checks, may clear your Payment Account prior to the Pay Date you select within the Service platform in online banking because payment of the check is dependent on delivery of the check by the United States Postal Service (USPS) as well as when the Payee presents the check for payment, which may be earlier than the Pay Date you selected. Neither the credit union nor the Service have any control over the USPS or Payee and neither shall incur any liability for early payment.

With respect to recurring payments you have scheduled, if a holiday falls on a Monday, and Monday is the Scheduled Payment Date, the payment will be authorized by the credit union on the Friday before the holiday, but the payment will be made on the Business Day after the holiday, which would be Tuesday.

Please note that checks made payable to an individual cannot be applied directly to the individual's account at another financial institution. Such payments must be directed or addressed to the individual's home address.

3. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with accurate names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the payment instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives. When the Service receives a payment instruction, you authorize the Service to debit your payment account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment Due Date you selected. You also authorize the Service to credit your Payment Account for payments returned to the Service by the USPS or Payee:

The Service will use its best efforts to properly make all your payments; however, neither the credit union nor the Service shall incur any liability and any service guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

a. Your Payment Account does not contain sufficient available funds to complete the transaction, or the transaction would exceed the credit limit of any overdraft protection programs.

b. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction.

c. You have not provided the Service with the correct payment account information, or the correct name, address, phone number, or account information for the Payee; and/or, circumstances beyond the control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

4. PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. Funds remitted to the Payee may be deducted from your Payment Account on the scheduled Due Date or on the date a check is presented for payment.

5. PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service platform within online banking. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. PROHIBITED PAYMENTS

There are various types of payments that may be blocked or prohibited by the Service. For example, payments to Payees outside of the United States or its territories, as well as tax or court ordered payments. You agree not to initiate any payments that would violate federal or Colorado state laws.

7. BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

a. **Information Provided to the Payee** – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Payee your email address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Services and/or other billing information.

b. **Activation** – Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your Payment Accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

c. **Authorization to Obtain Bill Data** – Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your billing data.

d. **Notification** – The Service will use its best efforts to present all of your electronic bills promptly. It is your responsibility to periodically log in to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

e. **Cancellation of Electronic Bill Notification** – The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days depending on the billing cycle of each Payee. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

f. **Non-delivery of Electronic Bill(s)** – You agree to hold the credit union and the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

g. **Accuracy and Dispute of Electronic Bill** – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

8. LIMITATIONS OF WARRANTIES

THE CREDIT UNION, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OUR SERVICE PROVIDERS PROVIDE THIS SITE AND THE SERVICES AND RELATED DOCUMENTATION "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUT CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN

IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. SERVICE TERMINATION, CANCELLATION OR SUSPENSION

The credit union and the Service may terminate or suspend service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

10. BILLER LIMITATION

The credit union and the Service reserve the right to refuse to pay any Payee to whom you may direct a payment. The credit union or the Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make an excluded, prohibited or legally blocked payment under this Agreement or any agreement you have with the credit union.

11. INFORMATION AUTHORIZATION

Your enrollment and continued use in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the credit union and the Service reserves the right to request a review of your credit rating at its own expense through an authorized credit bureau. In addition, you agree that the credit union or the Service is authorized to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for account ownership verification).

ELECTRONIC DOCUMENT DELIVERY AND SIGNATURE CONSENT

1. SCOPE OF YOUR CONSENT

By clicking on an Agree, Consent, Submit or Yes button, you are expressly accepting, consenting, and confirming using "Electronic Document Delivery" and "Electronic Signatures" as those terms are defined in the Electronic Signatures in Global and National Commerce Act ("E-SIGN"). You further agree you have the authority to and do consent to use Electronic Document Delivery and Electronic Signatures in place of written paper documents and ink signatures; consent to execute the Electronic Document Delivery and processes electronically and understand that these Electronic Document Delivery will govern your account; are able to view this Electronic Document Delivery and Signature Consent; are able to download and review files in Adobe Reader; have an account with an Internet service provider; are able to send email and receive email with hyperlinks to Web sites; are accepting this Electronic Document Delivery and Signature Consent with your legally binding signature just as if you had executed this disclosure on paper; and this Electronic Document Delivery and Signature Consent is in a form you can print and keep for reference. Your acceptance of this Agreement on one access device constitutes your acceptance on all access devices. Your continued use of online and electronic services on any access device is your reaffirmation of this Agreement.

2. WITHDRAWING CONSENT

You may withdraw your consent at any time by canceling this electronic transaction or process and selecting an alternative option. You may withdraw consent by contacting us at (719) 574-1100 or 800-525-9623.

3. REQUIRED HARDWARE AND SOFTWARE

Pre-release (e.g., beta) versions of operating systems and browsers are not supported. For the current list of supported browsers please visit:

https://WingsCO.com

Additional system settings include PDF Reader: Acrobat® or similar software may be required to view and print PDF files.

Screen Resolution: 800 x 600 Minimum

Enabled Security Settings: Allow per Session Cookies

Current Email Address Required. If your email address changes, contact us by email at Service@Ent.com, call us at (719) 574-1100, 800-525-9623 or write to us at Wings Credit Union, P.O. Box 15819, Colorado Springs, CO 80935.

By clicking on an Agree, Consent, Submit or Yes button, you are expressly accepting and consenting to this Agreement and enrollment in the electronic presentment of documents while your account remains open.