

Please Read the following Online Access Agreement

CENTRA CREDIT UNION ONLINE ACCESS AGREEMENT AND ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE. YOU MAY NOT ENROLL IN OR USE THESE SERVICES WITHOUT FIRST ACKNOWLEDGING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Agreement

Centra Credit Union hereby publishes the following Agreement and Disclosure (the "Agreement") for use of the Centra digital banking services (the "Services"). As used in this Agreement, the terms "we," "us," and "our" refer to Centra Credit Union. The terms "you" and "your" refer to the account holder(s) and anyone else who enrolls in and/or uses digital banking. The term "account" means your account(s) at Centra Credit Union. "Business day" means every day, except Saturdays, Sundays, and federal holidays.

Changes to this agreement may be revised at any time without advance notice unless required by law or regulation and are effective upon posting the revised agreement to digital banking. Continued use of Online Services after posting of a revised Agreement constitutes acceptance of the revised terms and conditions of the Agreement.

Relation To Other Agreements

Except where it is noted in this Agreement, all Services are subject to the terms and conditions set forth in the Centra Credit Union Important Account Information For Our Members brochure, the Fee Schedule, and other agreements/disclosures provided to you at the time you first opened your Centra Credit Union account.

Digital Banking Services

You can use digital banking to check the balance of your accounts, view account histories, transfer funds between your accounts, order checks, make stop payment requests, view checks, view statements, update contact information, manage cards, schedule an appointment, categorize transactions, set savings goals, and pay bills from your accounts in the amounts and on the dates you request if you have enrolled in BillPayer. Other features may be added to the system as new technology becomes available.

Hours of Access

You can use digital banking seven days a week, 24 hours a day, although some or all digital banking services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Centra website.

Your Password

For security purposes, you are required to change your password upon your initial login to digital banking. You determine what password you will use, and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to digital banking will be revoked. To re-establish your authorization to use digital banking, you must contact us or utilize the Forgot Password link to have your password reset or to obtain a new temporary password.

We recommend that you create a password that utilizes both upper- and lower-case alpha, numeric, and special characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Security

You understand the importance of your role in preventing misuse of your accounts through digital banking and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to assume responsibility for protecting the confidentiality of your account, account number and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. If you permit other persons to use digital banking or your password or other means to access your account, you are responsible for any transactions they authorize. We reserve the right to block access to digital banking to maintain or restore security to our site and systems, if we reasonably believe your Access Codes have been or may be obtained or are being used or may be used by unauthorized person(s). Data transferred via digital banking is encrypted to provide transmission security and digital banking utilizes identification technology to verify that the sender and receiver of digital banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that digital banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing digital banking or e-mail transmitted to and from us, will not be monitored or read by others. You agree to notify us immediately if any of your account information is lost or stolen or if you notice unauthorized or suspicious activity on your account.

Fees and Charges

You agree to pay the fees and charges for your use of digital Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the designated account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of digital banking. To learn more about such fees, please visit centra.org or reference the Fee Schedule included in the Important Account Information For Our Members brochure.

Posting of Transfers

Transfers initiated through digital banking before 8:00 p.m. (Eastern Standard Time) are posted to your account the same day. Transfers completed after 8:00 p.m. (Eastern Standard Time), will be posted on the next Business Day. Digital banking identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of digital banking will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Member Liability for Unauthorized Use or Transfers

Telephone us immediately at 800-232-3642 if you believe that your password has become known to an unauthorized person or if someone has transferred money or made payments without your

permission. You understand the calling us in such cases is the best way of keeping your possible losses to a minimum. By accepting this Agreement, you hereby agree to indemnify, save, and hold us harmless from any liability, cost, expense, or damages which we may incur as a result of acting upon instructions or implementing transactions which bear your User ID and Password. Further you agree that we are not liable for any payment, transfer, or transaction from or to any account where the payment, transfer or transaction bears the appropriate User ID and Password.

You agree that e-mail or other communications viewed or transmitted between us through the Internet Banking service shall be treated as a "writing" and shall bind each of us in the same way as written communications. You agree that the use of your User ID and/or Password to access digital banking through our website or mobile app in connection with a communication that you send to us shall be treated as your signature.

Error Resolution Notice and Questions

In Case of Errors or Questions about Your Electronic Transfers, call or write us at the telephone number or address listed in this Agreement, as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each Member named on the account already had an established account with us for at least 30 days before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

CENTRA CREDIT UNION
3801 TUPELO DRIVE
COLUMBUS, INDIANA 47201
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 800-232-3642 or (812) 376-9771

Privacy Policy

We are committed to respecting and protecting the privacy of our Members. Please refer to the Centra Credit Union Privacy Policy.

Limits on Amounts and Frequency of Digital Banking Transactions

The number of transfers from accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Mobile Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits that you may transmit using the Services and may modify those limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits that deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Daily/Per Check limits are \$3,000 per day for accounts in good standing and opened at least one day. Opportunity accounts are not eligible for mobile deposit.

Mobile Deposit - Availability of Funds

In general, if an image of an item you transmit through the Service is received and accepted before 5 p.m. Eastern Time on a business day, we consider that day to be the DAY OF DEPOSIT. Otherwise, we will consider that the deposit was made on the next business day.

For further details, refer to Your Availability to Withdraw Funds section of the account terms and conditions.

Mobile Deposit - Disposal of Transmitted Items

You agree to securely store each original paper check remotely deposited through the use of the Services. After you confirm the deposit is noted on your account statement or by viewing the account transaction history within digital banking, you will destroy the original paper check(s) remotely deposited through the use of the Services. You understand and agree that you are responsible for any loss caused by your failure to secure the original paper checks. This agreement to securely store each original paper check remotely deposited will survive the termination of my Account or the termination of this Disclosure and Agreement.

Mobile Deposit – Presentment

The manner in which any item transmitted through the Services is cleared, presented for payment, and collected shall be in our sole discretion, subject to the Deposit Account Agreement governing your Mobile Account in which the item is deposited.

Mobile Deposit - Ineligible Items

You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Articles 3, 4 and 4.1 of the Indiana Uniform Commercial Code. You agree that you will not scan and deposit any ineligible types of checks or other items which shall be considered ineligible items. For a list of ineligible items, view the Mobile Banking page at <https://www.centra.org/mobile-banking/>

Mobile Deposit - Endorsements and Procedures

Endorse the check and write “Mobile Deposit Only to Centra Credit Union” under your signature. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

Mobile Deposit - Receipt of Items

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive, such as an image that is dropped during transmission. An item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of this confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We reserve the right to charge back to your account at any time, any item that was subsequently returned to us or that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Mobile Deposit – Errors; Misdirected Items; Image Quality

(1) You agree to notify us of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after we send or make available the applicable account statement to you. Unless you notify us within this 30-day period, all deposits made through the Services shown on the applicable account statement will be deemed correct, and you will be prohibited from bringing a claim against us based on any alleged error in that account statement.

(2) By using the Service, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

(3) The image of an item transmitted to us using the Services must be legible, as determined by us in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, the American National Standards Institute (ANSI), and the Board of Governors of the Federal Reserve System, or any other applicable regulatory agency, clearinghouse or association.

Your Promises and Indemnification

You promise to us and agree that:

You will not transmit any ineligible items.

You will not transmit duplicate items.

You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.

The digital image of the check transmitted to us is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.

You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.

You will not re-deposit or re-present the original item.

All information you provide to us is accurate and true.

You will comply with this Agreement and all applicable rules, laws and regulations in using this Service.

You agree to indemnify and hold us harmless from any loss resulting from your breach of these agreements and promises.

Mobile Deposit - Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Services, including by providing, upon request and without cost to us, any originals or copies of items deposited through the Services in your possession and your records relating to such items and transmissions.

Disclosure of Account Information and Transfers

You understand that certain information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts and the activity within them to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the Services. You agree and hereby authorize all of these transfers of information.

Periodic Statements

You will not receive a separate digital banking statement. Transfers to and from your accounts using the Services will appear on the respective periodic statements for your accounts, or we may elect to provide you with electronic statements via e-mail or the internet. By accepting the terms of this agreement, you authorize us to provide you with electronic statements and other notices, rather than sending a physical statement or notice by mail. If you wish to receive account statements and notices on paper or in non-electronic form instead, please refer to the section of this Agreement below captioned "Online Services E-SIGN Act Consent and Disclosure".

Your duty to report unauthorized signatures, unauthorized payments alterations and forgeries - You must examine your statement of account with —reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized signatures, unauthorized payments, alterations or forgeries, you must promptly notify us of the relevant facts. As between you and us, if you fail to perform either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 calendar days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, unauthorized payments, alterations or forgeries in your account within 30 calendar days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This absolute preclusion applies, without regard to whether we used ordinary care, (i) to each item that you fail to report within 30 calendar days, and (ii) regardless of the legal theory you assert. By this provision, you and we intend to shorten the absolute statutory preclusion period for unauthorized signatures and alterations specified in § 4-406(f) of the Uniform Commercial Code as adopted in the state in which you have your account with us, and to establish a contractual condition precedent for reporting claims involving unauthorized signatures, alterations or forgeries. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but in no event will exceed 30 calendar days. Failure to examine your statement and report any such errors to us within 30 calendar days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Your Liability for Unauthorized Transfers

(a) Consumer liability

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods

- *Additional Limits on Liability for MasterCard®-branded debit card.* You will not be liable for any unauthorized transactions using your MasterCard-branded debit card, when used for signature point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

(b) Contact in event of unauthorized transfer

- If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this Agreement. You should also call the number or write to the address listed in this Agreement if you believe a transfer has been made using the information from your check without your permission.

The above protection limiting liability for unauthorized transactions only applies to consumer accounts and does not apply to business accounts. Business accounts are responsible for unauthorized electronic transactions that take place on their accounts.

Your Right to Terminate

You may cancel your access to the Services at any time by providing us with written notice by U.S. mail or phone. Your access to the Services will be suspended within 3 Business Days of our receipt of your instructions to cancel the Services.

Our Right to Terminate

You agree that we can terminate or limit your access to the Services for any of the following reasons:

1. Without prior notice if you have insufficient funds in any one of your accounts. The Services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon notice, for any other reason in our sole discretion.

Communications between Centra and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail - You can contact us by e-mail at membersupport@centra.org (Please note that banking transactions through digital banking are not made via e-mail.)

Telephone - You can contact us by telephone at 800-232-3642

Postal Mail - You can write to us at: Centra Credit Union, PO Box 789, Columbus, IN 47202

In Person - You may visit us in person at any one of our branch locations.

Online Services E-SIGN Act Consent and Disclosure

This section of the Agreement provides important information required by the Electronic Signatures In Global and National Commerce Act (E-SIGN Act) and applies to your consent to and your request for the electronic delivery of all Communications for and relating to your membership and the accounts, products and services offered and/or accessible through the Services, including digital banking, eStatements, Mobile Banking, Mobile Deposit, BillPayer, Zelle, and any other online or mobile products we offer.

As used in this section, "Communication(s)" means: all agreements and disclosures and any and all amendments thereto, as permitted by law; product, service, and fee change in terms notices; annual and other periodic notices required by federal and/or state law or regulation; periodic account statements, credit card statements, tax statements, transaction history and information; and other notices, such as insufficient funds notices, billing notices, and alerts.

By accepting this Agreement, including the disclosures in this section, you affirmatively consent to conducting business electronically with us in connection with the Services and to us sending all agreements, disclosures and Communications relating to the Services, including this Agreement, to you electronically. If you would like to receive any such agreements, disclosures or Communications on paper or in non-electronic form, please refer to the paragraph below captioned "Obtaining Paper Copies of Agreements and Disclosures." Please read all agreements and disclosures prior to continuing with your enrollment in the Services.

If after you register for the Services, you enroll in Bill Payer, Mobile Banking and Mobile Deposit, or any other service, your consent provided under this section of the Agreement will also apply to the electronic delivery of the agreements and disclosures and all other Communications relating to those other services.

NOTE: Your acceptance of this Agreement will automatically enroll you to receive all periodic account statements and/or credit card statements by electronic delivery (eStatements). If you want to opt out of receiving eStatements and prefer receiving your periodic account statements and/or credit card statements on paper or in non-electronic form instead, please call us at 800-232-3642 or write to us at Centra Credit Union, PO Box 789, Columbus, IN 47202.

Applicability of Consent

Your electronic consent to conduct business electronically applies to the Services, your request for accounts, and all related products and services you request or utilize, and the electronic delivery of Communications.

Email Address and Keeping Your Information Current

In order to communicate with you regarding your online services, new account(s) and all related products and services you request or utilize, and to deliver to you or notify you of Communications, you must provide us with your valid e-mail address. It is your responsibility to promptly notify us of any changes to your email address. You can update your email address with us by updating your personal information via digital banking or by visiting <https://www.centra.org/contact-us/>.

Print and Download Agreements and Disclosures

Most information on and within our website and via online services is provided in either HTML and/or PDF format. For those agreements, disclosures, forms, notices, and other documents provided/available in PDF format, Adobe Acrobat Reader 6.0 or later versions is required - A free copy of Adobe Acrobat Reader may be obtained from the Adobe website at <http://www.adobe.com>.

To print or download agreements and disclosures and other documents you must have a printer connected to your computer or have sufficient hard-drive space (approximately 1 MB) on your computer to download, store and view the information. To print, click on the document HTML or PDF link, select Print, select your Printer, and click OK to print to your printer where the document can be printed on your own paper, or select Save or Save As to save and retain an electronic copy on your computer.

- **Hardware and Software Requirements**
You must have access to a computer with browser software meeting the requirements in the bullet below; Adobe Acrobat Reader; Internet access, and an active/operating email address (at your cost).
- **Browser and Device Requirements**
The supported browsers included the latest 2 versions of Google Chrome, Firefox, Microsoft Edge, Safari, Chrome for Android, and Mobile Safari for IOS.

The supported devices included Windows devices that are still supported by Microsoft, OSX versions that are still supported by Apple, Android v8.0 and above, and the last 2 major releases of IOS.

By affirmative consenting, you confirm that you have access to the necessary hardware and software.

All Agreements and Disclosures Are “In Writing”

This Agreement, including the Online Services E-SIGN Act Consent and Disclosure included herein, and all agreements, disclosures and notices delivered electronically or otherwise made available to you are considered “in writing” and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

Obtaining Paper Copies of Agreements and Disclosures

You can obtain a paper copy of this Agreement, including the Online Services E-SIGN Act Consent and Disclosure included herein, and the above listed agreements and disclosures by printing it/them yourself. You can also contact us at 800-232-3642 to request a paper copy free of cost when sent by us to you through regular U.S. mail.

Termination

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Withdrawing Consent

You have the right to withdraw your electronic consent to conduct business electronically with us by telephoning us at 800-232-3642, by sending your instructions to us via U.S. mail to Centra Credit Union, P.O. Box 789, Columbus, IN 47201, or by visiting any of our locations. If you withdraw your consent you may not be able to open additional accounts or request additional products and services online, or view or print/download this or the above listed agreements and disclosures through our website.

Governing Law

This Agreement is made in Indiana and is governed by the laws of the State of Indiana, to the extent that Indiana law is not inconsistent with controlling Federal Law.

Ownership of License

You agree that we retain all ownership and proprietary rights in the Services, Software, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services: (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Addendum. You may not copy, reproduce, distribute or create derivative works from the Software and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

Privacy and User Information

You acknowledge that in connection with your use of the Services, we and our affiliates and service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). We and our affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of users or the public, to defend claims, and as otherwise authorized by you. We and our affiliates and service providers also reserve the right to

monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter or edit any content.

Disclaimer Of Warranties

YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED.

Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CENTRA CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.