

### 1. GENERAL TERMS AND CONDITIONS

This Business Banking Business Services Agreement (“BBSA”) applies to the electronic services made available to your business by Purdue Federal Credit Union (“Purdue Federal”). These electronic services include online banking, mobile banking, text banking, email alerts, text alerts, and all other services offered that permit your business to perform banking functions on accounts using these services through a laptop or desktop computer (“Online Banking”), phone (“Mobile Banking”), tablet, or other electronic device (collectively “Business Banking”). You should read this BBSA carefully to understand your rights and obligations regarding Business Banking.

By using Business Banking, you acknowledge that you have received and understand the terms and conditions of this BBSA and agree to be bound by all of its provisions and by Your Guide to Member Business Services and Business Account Fee Schedule, as applicable, collectively known as the “Agreements” that also govern your account with us. Defined terms that are not otherwise defined herein shall have the meaning assigned in the Agreements. These Agreements may be amended from time to time and we will provide notice of such changes to you as may be required by applicable law. Your use of Business Banking after the effective date of any change in terms to these Agreements will constitute your consent to such change.

“We”, “us”, and “our” mean Purdue Federal; and “you” and “your” means: (i) each person who signs a New Account Application or Account Change Card or (ii) each person who is an Authorized Representative for your business account, and (iii) each user that is granted access to Business Banking for your account with administrative authority or the Manage Users entitlement (each of (i), (ii) and (iii) are referred to herein as a “User” or collectively as (“Users”). The word “account” means any one or more share, loan or other accounts you have with Purdue Federal.

The individual who accepts this BBSA represents and warrants that such individual is acting with full authority for the applying entity, and that they are duly authorized to accept this BBSA on behalf of the applying entity. Only the business owner, a beneficial owner or the control prong, henceforth “Authorized Representative” may register an account for Business Banking use. If you have previously registered under a prior version of Business Banking, upon first login to the Business Banking versions covered by this Agreement, you represent that you are the business owner or Authorized Representative. When you grant access to other individuals by creating user logins to use Business Banking, you have the ability to grant different levels of authority and you are liable for all transactions and activity made by these Users. Some Users, depending on the authority granted by you, can create other users; you are liable for all transactions and activity made by the Users.

If a User should no longer have access to your business account through Business Banking, you are responsible for promptly removing access. You are liable for all transactions and activity until you remove a User’s authority. For any linked accounts or parties you have granted access to your Business Banking account(s) prior to July 27, 2021 that you wish to be removed or unlinked, you must contact Purdue Federal to perform the removal. Until such time you notify Purdue Federal to have such parties or linked accounts removed, you are liable for all transactions and activity made by such parties who have access to your Business Banking account(s). We reserve the right to disable any such account linkages at any time per our sole discretion.

We recommend that you print or store a copy of this BBSA for your records. Subject to applicable law, at any time we may: a) terminate your use of Business Banking, b) modify or suspend the type or dollar amounts of transactions allowed in Business Banking, c) change an account’s eligibility to use Business Banking, and d) change the login and authentication process for access to Business Banking. We may revise the BBSA and the operations of the services within Business Banking by updating this BBSA, emailing you at the email address on file for your account, posting within Business Banking screens, Document, or Paperless Statement sections (if you are enrolled in Paperless Statements) or posting through the messaging capabilities of Business Banking. You are bound by such revisions and should therefore visit [www.purduefed.com](http://www.purduefed.com) to review the current BBSA from time to time. Paperless Statement and Document have the meaning assigned to them in the Consent to Use of Electronic Documents.

Account information provided to you within Business Banking is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in Paperless

Statements, will remain the official record. Information provided within Business Banking is generally updated regularly, but is subject to adjustment and correction.

Any fees that you will be charged are disclosed on your respective Fee Schedule or Business Account Fee Schedule. You agree to be responsible for telephone, data, and Internet service provider charges to the extent that any may be incurred through use of the Business Banking.

### 2. USERS

As the business owner or Authorized Representative that registered for Business Banking, you are designated as the primary business administrator. The business administrator can designate additional business administrator(s) or grant 'Manage User' rights to User(s), who in addition to the business administrator also have the authority to create additional Users and determine authorization to use Business Banking services ("Administrator") on your behalf through entitlements. The Administrator and Manage Users entitlement can change or remove authority of your Users. At the time you add a User, the User will have access as granted by you to all existing accounts. Access to any future accounts must be granted by you at time of opening if you wish User(s) to access through Business Banking.

You assume sole responsibility for all activity performed by Administrator(s) and User(s) on your accounts. You are responsible for familiarizing all Administrator(s) and Users with the provisions of this BBSA and all other applicable Agreements or offered services terms and conditions. You are financially liable for all transactions, bill payments, transfers, or line of credit advances performed by User(s) even in the case of misuse or unauthorized access causing a loss that have been authorized by such User prior to your removal of the User's authority in Business Banking or as reported to Purdue Federal Credit Union.

### 3. ENTITLEMENTS

As the Administrator, you have the ability to entitle User(s) to access Business Banking on your behalf and grant certain authorities with respect to your business accounts. You can add, change, and remove such User entitlements via the "Manage Users" option in Business Banking. Entitlements can be used to limit access or authority to specific transaction or activity types, and will allow you to provide Users access to accounts and services you deem necessary. Entitlements may be granted individually or in combination. Please refer to the Manage Users section in Business Banking for a full listing of our current entitlements. These entitlements may change from time to time at our sole discretion.

### 4. AGREEMENT; BUSINESS BANKING

We reserve the right to determine your eligibility for any feature of Business Banking and to change, discontinue, or limit these features at any time in our sole discretion. These features may include, but are not limited to:

- Alerts & Text Banking
- Bill Pay
- Documents or Paperless Statements
- Pay a Member
- External Transfers
- Mobile Check Deposit

You agree that you and your Users will not use Business Banking or the content or information delivered through Business Banking in any way that would: a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the software; b) constitute fraud, including but not limited to the sale of counterfeit or stolen items, or the use of Business Banking to impersonate another person or entity; c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, money laundering, or false advertising); d) be false, misleading or inaccurate; e) create liability for us or our affiliates or third-party service providers, or cause us to lose (in whole or in part) the services of any of our service providers; f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; g) potentially be perceived as illegal, offensive or

objectionable; h) interfere with or disrupt computer networks connected to Business Banking or reverse engineer, decompile or disassemble Business Banking; i) use, interfere with or disrupt the use of Business Banking by any other user in a manner that threatens the integrity, performance, security, or availability of Business Banking; j) modify, translate, adapt, arrange or create derivative works based on Business Banking; k) export Business Banking in violation of applicable export control laws; l) remove or alter any identification, copyright or other notices included as part of Business Banking; m) use Business Banking while driving a motor vehicle; n) distribute, rent, loan, lease, sell, sublicense, copy or otherwise transfer all or part of Business Banking or any of the features provided therein; o) grant any access to Business Banking or any of the rights granted hereunder, to any other person other than as set forth within this BBSA or p) use Business Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

You represent and warrant to us that: a) to the extent you identified a name during Business Banking registration, the name identified by you is your name; b) the account you added to Business Banking is your account; c) you have the authority to authorize the receipt of notices, calls and text message from Purdue Federal at the phone number(s) and email address(es) you provide or have provided; and d) you and all transactions initiated by you will comply with all federal, state, and local laws, rules and regulations.

You may not assign this BBSA to any other party. We may assign or delegate certain of our rights and responsibilities under this BBSA to independent contractors or other third parties.

### **5. NEW FEATURES**

Purdue Federal may, from time to time, introduce new features to Business Banking, modify or delete existing features in our sole discretion. We may notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by any terms and conditions concerning these features.

### **6. ALERTS; TEXT BANKING**

Your registration in Business Banking includes access to mobile text messaging related services and alerts including short message service (SMS) and multimedia messaging services (MMS) ("Text Banking") and other electronic messaging delivery services such as receiving an email ("Alerts"). By receiving or otherwise using these services, you agree to the following terms. You agree that we may send messages through your communication services provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a mobile phone number, e-mail address or other contact information we have in our records for you or other such contact information as you may provide to us for Alerts and Text Banking so that we may send you certain information about your applicable account. The e-mail address(es) and mobile phone number you provide are neither reviewed nor verified by us prior to or following activation of Business Banking, Alerts and Text Banking. The Alerts and Text Services are provided for your convenience and do not replace your periodic account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You acknowledge and agree that your receipt of any Alerts and Text Banking messages may be delayed or prevented by factor(s) affecting your Internet service provider(s) and other factors outside of our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert and Text Banking message. You agree to not hold Purdue Federal, its directors, officers, employees and agents liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert or Text Banking message; (b) inaccurate or incomplete content in an Alert or Text Banking; or (c) your reliance on or use of the information provided in an Alert or Text Banking message for any purpose. We reserve the right to terminate the Alerts or Text Banking service at any time without prior notice to you. Nothing contained herein shall amend, supersede or nullify anything contained in any other agreement you have made with us.

You provide your express written consent to receive phone calls, text messages and electronic correspondence from Purdue Federal, our vendors and third-party service providers. Your express written consent is for informational purposes that may relate to your accounts, transactions, loans or other products and services offered by Purdue

Federal and cannot be used for advertising or telemarketing purposes. You understand and agree that your consent covers any phone number, including any cell phone number that you have provided to Purdue Federal previously, now, or at any time in the future. You understand and agree that phone calls and text messages may be prerecorded or generated using automated technology. You understand that your consent is not required to make a purchase. Telephone, message and data rates may apply.

### 7. MOBILE CHECK DEPOSIT

Purdue Federal offers a remote deposit capture service ("Mobile Check Deposit") to eligible members to make certain check deposits electronically in Mobile Banking by using a capture device to create an electronic image of a paper check payable only in U.S. Dollars and on a U.S. financial institution ("Item") by scanning the Item and transmitting it and related data to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, or any person you have authorized. **Before you capture the image of any Item, you or one of your Authorized Representatives shall endorse all Items with your or such Authorized Representative's signature and print "For PFCU Mobile Deposit Only" below such signature.**

You agree that after the Item has been imaged and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other representation thereof. You further agree that you shall be solely responsible for the original Items, including storage, retrieval and destruction of the Items. You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.

Please refer to the Funds Availability Policy Disclosure in Your Guide to Member Business Services for more detail on the availability of funds from your deposits.

Deposits may be made to your eligible accounts from remote locations by photographing Items within the Mobile Banking application and delivering the images and associated deposit information to Purdue Federal. You agree to pay the fees described in the Fee Schedule that apply to your account. You agree that the image of the check transmitted to us shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code.

We may place daily and/or monthly limits on the number of Items that can be deposited or the dollar amount of deposits that can be made using Mobile Check Deposit. Currently, we limit the dollar amount of Items that can be deposited using Mobile Check Deposit to \$10,000 or less and the number of items deposited to 10 items per day.

We reserve the right to change, suspend or discontinue Mobile Check Deposit, in whole or in part, or your use of the service, in whole or in part at any time in our sole discretion. If the electronic files and/or images transmitted to us with respect to any Item do not comply with our processing requirements for content and/or format, we may, in our sole discretion: a) further transmit the Item and data in the form received from you; b) repair or attempt to repair the Item or data and then further transmit the Item; c) process the Item as photocopies in lieu of originals; or d) return the data and Item to you unprocessed and charge back your account.

We are not responsible for Items we do not receive or for images that may fail during transmission. An image of an Item shall be deemed received when you receive a confirmation in Mobile Banking that the image upload was successful. Receipt of such confirmation does not mean that the transmission was error free or complete.

You agree to retain and safeguard the original Item for at least 14 business days after you have transmitted the Item images. After 14 business days have passed and you have verified that the funds associated with the Item have been added to your balance, you agree to prominently mark the item as "VOID" and properly dispose of or safekeep the Item to ensure that it is not represented for payment.

You also agree that you will not use Mobile Check Deposit to deposit any Items that: a) are made payable to persons or entities other than your business; b) contain obvious alterations on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Item is drawn; c) were previously converted to a substitute item, as defined in Federal

Reserve Regulation CC, or were otherwise cashed or deposited; d) are drawn on a financial institution located outside the United States; e) are remotely created checks, as defined in Federal Reserve Regulation CC; f) are not payable in United States currency or on a US financial institution; g) are payable to cash; h) are a US Savings Bond, money order, cashier's check, or travelers check; i) do not bear a signature of the person from whom the item is drawn or lack an issued date; j) are postdated (dated in the future) or are stale dated (dated more than 6 months prior to the date of deposit); or k) are otherwise not acceptable under the terms of your Purdue Federal account or Agreements.

You represent and warrant to us that: a) any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn; b) the information you transmit to us corresponding to an Item contains a record of all applicable MICR-line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item; c) the Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC; **d) the item has not previously been deposited and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;** e) you will not redeposit through Mobile Check Deposit any Item previously deposited and returned to you unless we advise you otherwise; f) you will employ reasonable security measures sufficient to protect the Item in transmission and storage; g) you will only transmit Items that originated as paper Items; **h) you will follow our endorsement requirements by endorsing all Items with your signature and printing "For PFCU Mobile Deposit Only" below your signature,** and; i) you will comply with all laws and regulations applicable to you in your use of Mobile Check Deposit and not use Mobile Check Deposit for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority.

You agree to notify us immediately of any suspected errors regarding items deposited through Mobile Check Deposit, and to notify us in no event later than 30 days after the applicable account statement is provided. Unless you notify us within 30 days, such statement regarding all deposits made through Mobile Check Deposit shall be deemed correct.

In addition to the indemnities contained elsewhere, you agree to indemnify us for any loss or expense (including attorney's fees and expenses of litigation) resulting from: a) your breach of any of the warranties made by you pursuant to this Agreement; and b) any claim pertaining to any warranty or indemnity that we make with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.

### **8. ACCESS; ELIGIBLE ACCOUNTS**

Access to Business Banking requires an Internet access device with service through an Internet service provider, use of a supported Internet browser, your account information, username and password created at registration. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. You acknowledge that you have requested to use and access Business Banking for your convenience, have made your own assessment of the adequacy of your Internet service and the systems or access devices used, and that you are satisfied with that assessment.

Eligible account types may change from time to time. Eligibility is based on account type and your member relationship.

We make no representation that Business Banking is available for use in locations outside the United States, we may restrict the use of Business Banking outside the United States entirely, or we may restrict the use of certain features of Business Banking, and any use of Business Banking outside the United States is at your own risk.

**9. EMAIL; SECURE MESSAGING**

When enrolled in Business Banking, you will have access to our secure message system (“Secure Message Center”). You must designate a primary email address (which must match our records for the primary email address for the business) during registration or by using the user Profile selection within Business Banking. Using Secure Message Center is the preferred way to electronically communicate with Purdue Federal. However, there may be times when you need to speak with someone immediately (especially to report a lost or stolen password, account compromise or to stop a payment). In these cases, do not use secure message. Members may visit a branch or call us at 800.627.3328 or 765.497.3328.

**No Purdue Federal employee or agent will contact you via e-mail, text message or phone requesting your Business Banking user ID/ or password or any account information. If you are contacted by anyone requesting this information, please contact us immediately at 800.627.3328 or 765.497.3328.**

**10. EXTERNAL TRANSFERS; PAYMENTS**

In Business Banking, we may offer certain services relating to external transfers and payments, including but not limited to: Pay a Bill, Pay a Member, Pay a Person, Print Check to Branch, and External Accounts Transfer, each of which may have their own separate terms and conditions to which you will consent upon first use of these services or at each use. We are offering the Pay a Bill and Pay a Person services through one or more Service Providers that we have engaged to render some or all of the services to you on our behalf. Purdue Federal reserves the right to change, modify or discontinue any such services, at its sole discretion. All Payments made through Business Banking will be processed in compliance with all laws, rules, and regulations applicable, without limitation, to Regulation GG, Regulation CC, the Electronic Funds Transfers Act, sanction laws administered by OFAC, the Uniform Commercial Code (UCC), the NACHA Operating Rules and Guidelines, and any other requirements or regulations issued by the Board of Governors of the Federal Reserve System, as amended from time to time.

You must have an eligible share account to use certain Business Banking services. You may use Business Banking to make one-time or repeating payments to companies, merchants, individuals or Purdue Federal loans or credit accounts, or to transfer funds between your eligible accounts and an external account owned by you that is located within the United States through our External Accounts Transfer feature. You agree that you will not use these services for international ACH transactions, which are prohibited under this Agreement. You also agree that once a transfer or payment has been sent or completed, you cannot cancel that payment or transfer.

Within Business Banking, you can view account and transaction details, make a payment on a Purdue Federal credit card and loan accounts, transfer funds from a Purdue Federal credit card to your checking, savings or money market account, and view transaction data. Transfers from your Purdue Federal credit card account will be processed as a cash advance and are subject to the terms of your Cardholder Agreement.

If you perform a transaction using Business Banking on a weekend or a federal holiday, we will consider the transaction made on the next business day.

We may from time to time, limit the number of, the type, and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of Business Banking, notwithstanding the amount in your accounts. Not all accounts are eligible for Bill Pay, Pay a Member, Pay a Person, Print Check to Branch, and External Accounts Transfer functionality. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time. We also reserve the right to restrict categories of recipients to whom Bill Pay, Pay a Member, Pay a Person, Print Check to Branch, and External Accounts Transfer may be made in our sole discretion. Standard limits on the number of transactions that may be performed on your savings or money market accounts are described in your Agreements. 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 is released. Overdraft Liability and Protection Plan options are detailed in your Agreements.

As a sender of instructions to transfer or collect funds using Business Banking, you acknowledge and agree that we

may delay or cancel the execution of your instructions and/or charge back the amount of any credit to the applicable account or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount, or incorrect recipient.

### **11. ACH ORIGATION; WIRE TRANSFER; OTHER TREASURY MANAGEMENT SERVICES**

ACH Origination, Wire Transfer, and additional Treasury Management services are covered by separate Agreement(s).

### **12. DOCUMENTS; COMMUNICATIONS**

In order to enroll in Paperless Statements for delivery of statements and other documents and communications regarding your accounts, you must activate this feature within Business Banking and agree to the Consent to Use of Electronic Documents under the Additional Services selection in Business Banking. Communications regarding features of Business Banking and updates to the BBSA will be delivered through Business Banking regardless of your enrollment in Paperless Statements and your use of Business Banking is conditioned on this delivery method.

### **13. PRIVACY; SHARING**

Your privacy and the security of your information are important to us. The information and secure messages you transmit through Business Banking may be recorded. You agree that we may collect, transmit, store and use technical, location, and login or other information about your accounts, or the transfers, transactions or payments you perform, and we may disclose this information to third parties and you hereby authorize those third parties to disclose similar information to us: a) where it is necessary for completing transfers or transactions; b) in order to verify the existence and condition of your account for a third party such as a credit bureau, merchant or another financial institution; c) where required by federal, state, or local law or regulation; d) in response to a subpoena or other court order; e) in the investigation or prosecution of alleged fraudulent or illegal activity concerning your accounts; f) if you give us permission; or g) as may be otherwise authorized in other agreements with us. You acknowledge and understand that we offer one or more of the Business Banking services through one or more Service Providers and sharing your information with such Service Providers is necessary to provide the Business Banking services and you consent and agree to such sharing.

You agree we may share certain personal information and device-identifying technical data about your devices accessing our Business Banking with third-party service providers who will compare and add device data and fraud data from and about your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with third-party service providers any information that personally identifies the user of the applicable device.

Business Banking may use cookies to ensure you get the best experience. We also share information about your use of our site with our social media, advertising and analytics partners who may combine it with other information you have provided to them or that they have collected from your use of their services. You consent to our cookies by using and/or continuing to use Business Banking.

### **14. PASSWORDS**

We may at our option change the requirements for Business Banking passwords without prior notice to you or your Users, and if we do so, you and your Users will be required to change your passwords the next time you access Business Banking. We strongly recommend changing passwords regularly, at least every ninety (90) days. Strong password establishment techniques include use of passphrases, special characters, upper and lower case, and numbers. We recommend anyone with access to Business Banking memorize their User ID and password and never write it down.

To prevent unauthorized use of Business Banking, you and your Users agree to protect and keep confidential any account number, User ID, password associated with Business Banking and safeguard access devices. Failure to protect User or account information could permit unauthorized persons to gain access to your sensitive personal and account information and use that information for fraudulent purposes, including identity theft. If you disclose your card or account numbers, User ID, and/or password to any person(s) or entity, you assume all risks and losses associated with such disclosure.

You are responsible for any transactions and activities performed through Business Banking relating to your business accounts by any User(s) or other persons or entities that use your Business Banking service. Additionally, we strictly forbid the sharing of Business Banking login credentials with other parties, including but not limited to, employees, family, friends, colleagues, merchants, or any other individual or entity. Providing your account credentials to a third-party may result in the revocation of your Business Banking privileges. If you believe someone may attempt to use or has used your Business Banking Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 800.627.3328 or 765.497.3328.

### **15. ERRORS AND QUESTIONS**

If you think your statement is wrong, or if you need more information about a transaction listed on it, call, email or write us at the telephone number and address provided on your statement. For more information concerning unauthorized or erroneous transactions, please refer to the Account Statements, Notification section of Your Guide to Member Business Services.

### **16. DISCLAIMER; INTELLECTUAL PROPERTY**

Purdue Federal is not responsible for any electronic virus, bug, Trojan horse, malware or the like that you may encounter and could be transmitted through Business Banking. We suggest that you routinely scan your computer and mobile devices and use a virus protection product. Viruses and malware may corrupt and destroy your programs, files, and hardware, and may lead to the loss of login, or password and ultimately loss of your account funds.

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE YOUR USE OF BUSINESS BANKING AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) ANY ERRORS IN SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DELAY OR LOSS OF ANY KIND THAT RESULTS FROM YOUR ACCESS OR USE OF BUSINESS BANKING, INCLUDING LOSS OF OR HARM TO YOUR COMPUTER OR MOBILE DEVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PURDUE FEDERAL, THROUGH OR FROM BUSINESS BANKING, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS BBSA. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights ("Intellectual Property Rights") in Business Banking (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by the Business Banking provider, us, our licensors, or third parties. Nothing in this BBSA gives you rights to any Intellectual Property Rights owned by the Business Banking provider, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by using Business Banking. If you provide reviews or feedback to Purdue Federal regarding the Business Banking ("Feedback"), you authorize Purdue Federal to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Purdue Federal perpetual, irrevocable, fully sub-licensable and assignable license to use the Feedback in any manner and for any purpose.

**17. LIMITATION OF LIABILITY; INDEMNIFICATION**

UNLESS OTHERWISE REQUIRED BY LAW OR AS SET FORTH IN THIS BBSA, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, LOSSES OR INJURY, INCLUDING LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, ARISING FROM OR RELATING TO THE BUSINESS BANKING SERVICES, BROWSER, APPLICATION, AND/OR THE INSTALLATION, USE, THE UNAVAILABILITY OF, OR MAINTENANCE THEREOF, ACCESS TO OR USE OF BUSINESS BANKING, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET OR OTHER COMMUNICATION SYSTEMS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE MAXIMUM TOTAL LIABILITY OF PURDUE FEDERAL, ITS LICENSORS AND SUPPLIERS, PARTNERS, AND YOUR CARRIER TO YOU FOR ANY CLAIM RELATED TO BUSINESS BANKING, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$10. EACH PROVISION OF THIS BBSA THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS BBSA BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS BBSA. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

You will defend, indemnify and hold Purdue Federal, its affiliates, directors, officers, agents, employees, and its licensors, suppliers, and publishers harmless from any costs, damages, expenses, and liability caused by your use of Business Banking, your violation of these terms, or your violation of any rights of a third party (including, but not limited to, privacy rights) through use of Business Banking. Your obligations under this paragraph shall survive termination of this BBSA.

**18. RELATION TO OTHER AGREEMENTS; DISPUTES**

Your use of Business Banking may also be affected by the other agreements between you and us for your share or other linked accounts. When you use Business Banking, you are governed by this BBSA as well as the agreements you already have with us for any account linked to Business Banking, including but not limited to Your Guide to Member Business Services. You should review those agreements for any applicable fees, availability of deposits, limitations on the number of transactions you can make, and other restrictions that may impact your use of Business Banking. To the extent there is a conflict between the terms of this BBSA and your applicable account agreements with us, the terms of Your Guide to Member Business Services will control except as may be otherwise stated herein. In the event of a dispute arising under or relating in any way to this BBSA or to the use of Business Banking provided under this BBSA, you and we agree to resolve this dispute by looking to the terms of this BBSA and the arbitration provision in Your Guide to Member Business Services. If there is a conflict between what one of our employees says and the terms of this BBSA, the terms of this BBSA shall control.

**19. TERMINATION**

If you wish to cancel your access to Business Banking, you may call us at the number below or send us cancellation instructions in writing to:

Purdue Federal Credit Union

PO Box 1950

West Lafayette, IN 47996-1950

800.627.3328 (toll free) or 765.497.3328

In order to reinstate your access to Business Banking, you must call us at the above number. We may terminate or suspend your access to Business Banking at any time and for any reason, including, but not limited to, if you engage in an unauthorized transaction, if you gain unauthorized access to information concerning another individual, if you

do not provide identity confirmation when we request it, or if you violate any of the representations, warranties, or restrictions detailed in this BBSA. We also reserve the right, but have no obligation, to terminate your access to Business Banking in the event your service is inactive for a period of 150 days. Neither termination nor suspension shall affect your liability or obligations under this BBSA. Neither Purdue Federal nor any of its licensors, suppliers, or publishers are liable to you or to any third party for any loss caused by any termination of your access to Business Banking.

### **20. NO WAIVER**

Purdue Federal shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Purdue Federal. No delay or omission on the part of Purdue Federal in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **21. SURVIVABILITY**

All applicable provisions of this BBSA shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.

### **22. GOVERNING LAW**

This BBSA shall be governed by and construed in accordance with the federal laws and regulations and the laws of the State of Indiana. To the extent that the terms of this BBSA conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this BBSA shall remain in full force and effect. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this BBSA.