

# DIGITAL BANKING SERVICES AGREEMENT



## 1. GENERAL TERMS AND CONDITIONS

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

By using Digital Banking, you acknowledge that you have received and understand the terms and conditions of this DBSA and agree to be bound by all of its provisions and by Your Guide to Member Services and Fee Schedule for consumer member accounts and Your Guide to Member Business Services and Business Account Fee Schedule for business member accounts, 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 Digital 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 each person who signs a New Account Application or Account Change Card or is otherwise an account owner for a consumer account, each person who is an Authorized Signer for a business account, and each person that uses Digital Banking for your account with your permission or with whom you have shared your Digital Banking password or login information. The word “account” means any one or more share, loan or other accounts you have with Purdue Federal.

When you first register to use Digital Banking you represent that you are the primary account holder and that your tax identification number is used for tax statement issuance. Only the primary account holder may register an account for Digital Banking use. If you have previously registered under a prior version of Online Banking, upon first login to the Digital Banking versions covered by this Agreement, you represent that you are the primary account holder. **When you give access to other individuals by creating secondary user logins to use Digital Banking, you have the ability to give different levels of authority and you are liable for all transactions and activity made by these secondary users.** It is your responsibility to notify us if a secondary user should no longer have access to your account through Digital Banking. If you have previously requested assistance from us to link your related or unrelated accounts, these linkages have been preserved in this new version of Digital Banking and any documents you may have signed to create these linkages remain in full force and effect.

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

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## 2. AGREEMENT; DIGITAL BANKING

We reserve the right to determine your eligibility for any feature of Digital Banking. These features include, but are not limited to:

- Alerts & Text Banking
- Bill Pay
- Pay a Member
- Documents or Paperless Statements
- External Transfers
- Mobile Check Deposit
- Payments
- Print Check to Branch
- Secure Message Center

You agree not to use Digital Banking or the content or information delivered through Digital 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) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital 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 Digital Banking or reverse engineer, decompile or disassemble Digital Banking; i) use, interfere with or disrupt the use of Digital Banking by any other user in a manner that threatens the integrity, performance, security, or availability of Digital Banking; j) modify, translate, adapt, arrange or create derivative works based on Digital Banking; k) export Digital Banking in violation of applicable export control laws; l) remove or alter any identification, copyright or other notices included as part of Digital Banking; m) use Digital Banking while driving a motor vehicle; n) distribute, rent, loan, lease, sell, sublicense, copy or otherwise transfer all or part of Digital Banking; o) grant any access to Digital Banking or any of the rights granted hereunder, to any other person or p) use Digital 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 Digital Banking registration, the name identified by you is your name; b) the account you added to Digital 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 you provide; 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 DBSA to any other party. We may assign or delegate certain of our rights and responsibilities under this DBSA to independent contractors or other third parties.

## 3. ALERTS; TEXT BANKING

Your registration in Digital 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 service 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 delivery location 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 Digital 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

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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 and text messages from the Credit Union. You understand and agree that your consent covers any phone number, including any cell phone number that you have provided to the Credit Union now or at any time in the future. You understand and agree that phone calls and text messages may be generated using automated technology that may relate to your accounts, transactions, loans or other products and services offered by the Credit Union. You understand that your consent is not required to make a purchase. Telephone, message and data rates may apply.

## 4. 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 shall endorse all Items with your signature and print "For PFCU Mobile Deposit Only" below your 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 for consumer accounts in Your Guide to Member Services or the Business Deposits section for business accounts 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 monthly limits on the dollar amount of deposits that can be made using Mobile Check Deposit. Only Items less than \$10,000 are eligible for deposit using Mobile Check Deposit.

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. 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

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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 days after you have transmitted the Item images. After 14 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 you; 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 or 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 of any suspected errors regarding items deposited through Mobile Check Deposit right away, and to notify us in no event later than 60 days after the applicable account statement is provided. Unless you notify us within 60 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.

## 5. ACCESS; ELIGIBLE ACCOUNTS

Access to Digital Banking requires an Internet access device with service through an Internet service provider, use of a supported Internet browser, your account information and PIN, 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 Digital Banking for your convenience, have made your own

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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.

For business members, the individual who accepts this DBSA represents and warrants that he/she is acting with full authority for the applying entity, and that they are duly authorized to accept this DBSA on behalf of the applying entity.

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

## 6. EMAIL; SECURE MESSAGING

When you enroll in Digital Banking you will have access to our secure message system ("Secure Message Center"). You must designate a primary email address during registration or by using the user Profile selection within Digital 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 or phone requesting your Digital Banking PIN/user ID/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.

## 7. NEW FEATURES

Purdue Federal may, from time to time, introduce new features to Digital 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.

## 8. EXTERNAL TRANSFERS; PAYMENTS

In Digital Banking, we offer Bill Pay, Pay a Member, Pay a Person, Print Check to Branch, and External Accounts Transfer functionality, 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. You must have an eligible Checking Account to use the Bill Pay service.

You may use Digital Banking to make one-time or repeating payments to companies, merchant, 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. 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 Digital 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 Digital 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

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transfers made by use of Digital 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 Options are detailed in your Agreements.

As a sender of instructions to transfer or collect funds using Digital 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.

## 9. DOCUMENTS; COMMUNICATIONS

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

## 10. PRIVACY; SHARING

Your privacy and the security of your information are important to us. The information and secure messages you transmit through Digital 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 and, for consumer members, as set forth in the Privacy Notice in Your Guide to Member Services.

You agree we may share certain personal information and device-identifying technical data about your devices accessing our Digital 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.

Digital 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 if you continue to use Digital Banking.

Purdue Federal Credit Union's website may contain links to third-party sites. These links are provided for convenience purposes and are not operated by Purdue Federal Credit Union. You will be leaving the Purdue Federal Credit Union's website upon visiting these links, and a notice will be displayed indicating that.

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The information and content provided on these third party websites is neither underwritten nor guaranteed by Purdue Federal Credit Union. Purdue Federal Credit Union is not responsible for the content of the linked website and cannot guarantee the relevance, timeliness or accuracy of the materials provided by other agencies or organizations. Purdue Federal Credit Union does not represent either the third-party or the member if the two enter into a transaction.

Privacy and security policies of non-Purdue Federal websites may differ from those practiced by Purdue Federal Credit Union. We do not control any of these sites and are not responsible for the privacy or security in these sites. While we hope these organizations join us in respecting your privacy, we offer these links only as a convenience to our members. If you choose to link to one of these sites, we strongly suggest that you review their privacy statement, especially prior to entering any non-public information.

## 11. PASSWORDS

We may at our option change the requirements for your Digital Banking password without prior notice to you, and if we do so, you will be required to change your password the next time you access Digital Banking. We strongly recommend you change your password regularly, at least every ninety (90) days. You should also use strong password establishment techniques such as special characters, upper/lower case, and numbers. We recommend you memorize your PIN, User ID, and password and never write it down. To prevent unauthorized use of Digital Banking, you agree to protect and keep confidential your account number, PIN, User ID, password and access devices. Failure to protect your 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, PIN, User ID, and/or password to any person(s) or entity, you assume all risks and losses associated with such disclosure. **If you permit any other person(s) or entity to use your Digital Banking Service or to access or use your card or account number(s), PIN, User ID, password or other access device, you are responsible for any transactions and activities performed from your account information by such person(s) or entity.** If you believe someone may attempt to use or has used your Digital 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.

## 12. 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 Consumer Members Only: For more information on your rights and obligations concerning unauthorized or erroneous transactions, please refer to Purdue Federal's Electronic Funds Transfer section of Your Guide to Member Services. If you need a paper copy of Your Guide, contact us at 800.627.3328 or 765.497.3328.

## 13. DISCLAIMER; INTELLECTUAL PROPERTY

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

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE YOUR USE OF DIGITAL BANKING AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN 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 SERVICES (A) WILL MEET YOUR REQUIREMENTS, (B) 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 DIGITAL BANKING, INCLUDING LOSS OF OR HARM TO

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YOUR COMPUTER OR MOBILE DEVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PURDUE FEDERAL, THROUGH OR FROM DIGITAL BANKING, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS DBSA. 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 Digital Banking (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by the Digital Banking provider, us, our licensors, or third parties. Nothing in this DBSA gives you rights to any Intellectual Property Rights owned by the Digital Banking provider, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by using Digital Banking. If you provide reviews or feedback to Purdue Federal regarding the Digital 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.

## **14. LIMITATION OF LIABILITY; INDEMNIFICATION**

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, 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 IN ANY WAY OUT OF THE INSTALLATION, USE, THE UNAVAILABILITY OF, OR MAINTENANCE OF DIGITAL BANKING. 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 DIGITAL BANKING, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$10. EACH PROVISION OF THIS DBSA THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS DBSA 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 DBSA. 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 Digital Banking, your violation of these terms, or your violation of any rights of a third party through use of Digital Banking.

## **15. DISPUTES**

In the event of a dispute arising or relating in any way to this DBSA or Digital Banking, you and Purdue Federal agree to resolve the dispute by looking to the terms of this DBSA. You agree that this DBSA is the complete and exclusive statement of the agreement between you and Purdue Federal which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Purdue Federal relating to Digital Banking. If there is a conflict between what one of our employees of Purdue Federal says and the terms of this DBSA, the terms of this DBSA will prevail.

## **16. TERMINATION**

If you wish to cancel your access to Digital Banking, you may call us, 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

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In order to reinstate your access to Digital Banking, you must call us at the above number. We may terminate or suspend your access to Digital 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 DBSA. We also reserve the right, but have no obligation, to terminate your access to Digital 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 DBSA. 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 Digital Banking.

### **17. 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.

### **18. GOVERNING LAW**

This DBSA 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 DBSA 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 DBSA 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 DBSA.