

## **Electronic Banking Terms and Conditions Agreement**

This Agreement between you and Alliant Credit Union (Alliant) governs the use of Alliant's Electronic Banking Services. Your use of the Electronic Banking Services described in this Agreement represents your acceptance and agreement to the terms and conditions of this Agreement.

### **Relation to Other Agreements**

This Agreement is not in lieu of any other agreement or contract you have with Alliant. Each of your agreements or contracts that you have with Alliant will continue to be in effect and will be subject to any other agreement that applies to it. If this Agreement conflicts with any other agreement you have with Alliant, the terms of the other agreement will control.

### **Changes to Agreement**

Except as otherwise required by law, Alliant reserves the right to change this Agreement, and your continued use of Electronic Banking constitutes agreement to all such change(s). Additionally, your continued use of any of the Services in Electronic Banking, including viewing your VantageScore, constitutes your consent to use such Services. We may add, delete or amend terms or services.

### **Changes and Interruptions in Services**

Alliant may perform regular maintenance on our equipment or systems and this may result in an interruption of services or errors. Also, we may need to change the scope of our Services from time to time. While we will attempt to provide prior notice of such interruptions and changes, we cannot guarantee that such notice will be provided.

Alliant offers services and programs in many parts of the world. Alliant Electronic Banking may refer to certain services or programs which are not available worldwide, without specifically limiting the offers as such. Such reference does not imply that Alliant intends to offer such service or programs in all countries or locations.

### **External Email Address Usage**

You must keep us informed of any email address changes. We may send messages to your external email address from time to time. However, you should use Electronic Banking secure mail to send instructions or specific account information whenever you have a query or concern about your account.

### **Termination of Services**

Alliant may terminate your access to Electronic Banking for any reason, including inactivity, suspected fraud or Account misuse, at any time. We may provide you with advance notice, but we are not obliged to do so.

### **Protecting Your Security**

Alliant will never solicit you to provide:

- your Account Information
- your credit and debit card information
- login information, passwords or PINs

If you are ever asked for this information, please contact us immediately.

Alliant is committed to operate with the industry's best security systems to protect your personal and account information against ID theft and fraud. In addition to current electronic banking security measures, you'll benefit from our Enhanced Security process to help ensure that your account can only be accessed by you. You'll be required to provide the answers to personal security challenge questions you choose from a list of available questions.

If you believe that your login ID or password may have been lost or stolen, or that someone has unauthorized access to your Electronic Banking Account, or that you suspect there is any kind of fraudulent activity on your Account, you agree to notify Alliant immediately. You may be liable for any resulting losses in the event of unauthorized use of your username and password. While Alliant uses advanced encryption techniques to protect your information, these measures still require you to engage in responsible behavior in protecting your username and password. We are entitled to rely on information you provide and instructions we receive under your username and password.

You agree that you will be responsible for all usage of the Services on Electronic Banking and any fees associated with use of other services accessed through Electronic Banking whether or not authorized by you.

For your protection, log out after every Electronic Banking session and close your browser to ensure confidentiality.

### **Disclosure of Information**

Alliant will share personal information only with our service providers and contractors for limited purposes, including without limitation providing our members with services; offering certain products and services in connection with Electronic Banking, including providing qualifying members with their VantageScore provided by TransUnion; communicating to members; providing member service; enhancing and improving members' Electronic Banking experience; enabling access to our partners' web sites; providing a personalized experience; preventing fraud; and completing payment method processing.

Aside from the purposes described above, we will not share your personal information with any other third parties unless we have your express permission (see below for further information about Aggregators and third parties); under special circumstances, such as when we believe in good faith that the disclosure is required to prevent harm or injury (such as product recalls, fraud, claims or other liability); to comply with valid legal processes (e.g. subpoenas, warrants); or as required by law. We also may disclose your personal information in order to investigate network abuse or a violation of this Agreement or any applicable agreement you may have with us; or other published guidelines; or if you engage in (or are reasonably suspected of engaging in) any illegal activities. We reserve the right to report any suspected illegal activity to law enforcement for investigation or prosecution. For more information about our privacy and security practices, please visit our website at <https://www.alliantcreditunion.org/privacy>.

### **Limitation of Liability**

In accordance with and in addition to the Alliant Account Agreement and Disclosures, if we do not properly complete a transaction according to this Agreement or any other agreement you have with us, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law.

We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence (see below for further information about Aggregators and third parties); or (4) your account funds are subject to legal process or other claim.

We will not be liable for special, indirect or consequential damages, including without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, Clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

### **Proprietary Rights**

Other than your personal Account Information, the contents of Electronic Banking, including but not limited to text, graphics and icons, are copyrighted materials owned or controlled by Alliant and contain Alliant's name, trademarks, service marks and trade names. No permission is granted to you, or anyone acting on your behalf, to use, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify these materials. No permission is granted here to you to use, or permit others to use, Alliant's icons, site address, or other means to hyperlink other Internet sites with any page in Alliant Electronic Banking, and Alliant assumes no responsibility for any other party's site hyperlinked to Alliant Electronic Banking.

### **Indemnification**

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Electronic Banking Services, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, and service providers harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from: (1) a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (2) any fraud, manipulation, or other breach of this Agreement; (3) your violation of any law or rights of a third party; or (4) the provision of the Services or use of the Services by you or any third party, including an Aggregator.

## **Severability**

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

## **Definitions**

In this Agreement, the words:

"We," "us," "our" and "Alliant" means Alliant Credit Union. "You" or "your" means, as applicable, each primary owner of an Account, a delegate of an owner including a joint owner, and any authorized representative entitled to account access.

"Account" means each Alliant Credit Union product you have with us which is accessible through the Service. Accounts may include deposit accounts, loans, credit cards, lines of credit, and any other products or accounts you maintain with us.

"Account Information" means all data contained or displayed in an Account, including but not limited to account descriptors, holdings, balances, transaction history (including but not limited to buys, sells, journals, dividends, commissions and fees, payments, interest, ATM Activity, adjustments, deposits, withdrawals, transfers, checks, taxes, and corporate actions).

"Service" means each of the variety of products and services you may access or enroll in through Electronic Banking and other related services. It also includes any product or service with a separate agreement that incorporates this Agreement by reference. This includes the opening and maintenance of Accounts through the Alliant Credit Union website.

"Member" means a natural person who has an Account for which Service is requested primarily for personal, family or household purposes.

"Include" and "including," when used at the beginning of a list, indicates that the list contains examples - the list is not exclusive and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.

## **Third Party Access**

**Your Acceptance and Acknowledgement to Alliant Credit Union.** If you are allowing any third parties to access and aggregate your Alliant Account Information through any of Alliant's digital channels (e.g. mobile, online, etc.), including but not limited to third-party financial applications ("apps") or programs (each an "Aggregator"), you agree to these terms, which we may amend from time to time. You are also accepting the responsibility and risks summarized below. We or you may change, suspend or cancel any such third party access at any time in accordance with applicable law.

**The Account Information You Will Be Sharing.** For each Alliant Account that you allow Aggregator access, you are authorizing Alliant to grant Aggregator access to your Account Information.

Alliant does not customize the Account Information that Aggregators can access, which means the amount and type of Account Information may be more or less than is required for particular Aggregators to provide the services you are expecting to receive from them.

AS A RESULT AND IN ADDITION TO THE ABOVE ACCOUNT INFORMATION, AGGREGATORS MAY HAVE ACCESS TO YOUR SOCIAL SECURITY NUMBER, EMAIL, RESIDENTIAL ADDRESS, PHONE NUMBER, ALLIANT ACCOUNT ACCESS CREDENTIALS (INCLUDING LOGIN IDS AND PASSWORDS), AND DATE OF BIRTH ("PERSONAL INFORMATION"). YOU SHOULD SAFEGUARD THIS SENSITIVE PERSONAL INFORMATION, AND YOU SHOULD NOT SHARE YOUR ALLIANT PERSONAL INFORMATION WITH ANYONE, INCLUDING WITH AN AGGREGATOR.

### **The Aggregator and Those They Work With Are Your Authorized Persons.**

You agree that by sharing your Account Information or Personal Information with an Aggregator, you are authorizing any activity that the Aggregator undertakes as a result, even if you did not anticipate or participate in that activity. This includes activities by the Aggregator, its employees and agents, and the financial apps and companies with whom the Aggregator does business and will share your Alliant Account Information. You understand that sharing Account Information or Personal Information could potentially expose you to increased privacy and security risks, including fraud and unauthorized transactions.

## **Alliant's Protecting Your Security Does Not Apply And Indemnification.**

Alliant's Protecting Your Security clause above states the following:

Alliant is committed to operate with the industry's best security systems to protect your personal and account information against ID theft and fraud. In addition to current online banking security measures, you'll benefit from our Enhanced Security process to help ensure that your account can only be accessed by you. You'll be required to provide the answers to personal security challenge questions you choose from a list of available questions. If you believe that your password may have been lost or stolen, or that someone has unauthorized access to your Online Banking account, or that you suspect there is any kind of fraudulent activity on your account, you agree to notify Alliant immediately. You may be liable for any resulting losses in the event of unauthorized use of your username and password. While Alliant uses advanced encryption techniques to protect your information, these measures still require you to engage in responsible behavior in protecting your username and password. We are entitled to rely on information you provide and instructions we receive under your username and password. You agree that you will be responsible for all usage of the services on Online Banking and any fees associated with use of other services accessed through Online Banking whether or not authorized by you.

You understand that the protections provided above will not apply to losses caused by the use, disclosure or exposure of your Account Information or Personal Information by an Aggregator or other third party with whom an Aggregator shares your Account Information or Personal Information because they are your **authorized** persons. You understand that Aggregators will not be asked challenge questions. Alliant is under no duty to inquire as to the authority or propriety of any instructions given to us via your Aggregator's access and Alliant shall be entitled to act upon any such instructions, and Alliant shall not be liable for any loss, cost, expense or other liability arising out of any such instructions. Accordingly, you should take steps to protect the confidentiality of your Alliant login credentials. You accept full responsibility for the monitoring of your Accounts.

Alliant's Indemnification clause above states the following:

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Online Banking Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, and service providers harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from: (1) a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (2) any fraud, manipulation, or other breach of this Agreement; (3) your violation of any law or rights of a third party; or (4) the provision of the services or use of the services by you or any third party.

An Aggregator is a "third party" who you have **authorized** to access your Account Information through Alliant's Electronic Banking Services and therefore, you may be responsible to indemnify Alliant for the Aggregator's conduct.

## **You May Be In Violation of Your Alliant Account Agreement and Disclosures.**

[Alliant's Account Agreement and Disclosures](#) contain the following terms:

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, passwords, or other means of identification. We reserve the right to block access to the services to maintain or restore security to Alliant Online Banking and our systems if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.....If you fail to maintain the security of these access codes and Alliant suffers a loss, we may terminate your EFT services immediately.

You understand that by providing any Account Information or Personal Information to an Aggregator or allowing an Aggregator, including anyone who may come through that Aggregator, to access the Electronic Banking Services, your Account Information or your Personal Information you may not be maintaining the security of same and therefore, may be liable to Alliant for all conduct and action resulting from the Aggregator's access.

## **Your Responsibilities To Alliant.**

YOU AGREE TO NOTIFY US IMMEDIATELY IF YOU BECOME AWARE OF ANY UNAUTHORIZED ACTIVITY, DISCLOSURE, LOSS, THEFT OR OTHER UNAUTHORIZED USE OF YOUR PERSONAL INFORMATION, INCLUDING LOGIN IDS AND PASSWORDS. YOU AGREE TO COOPERATE WITH US IN ANY INVESTIGATION AND AGREE TO TAKE CORRECTIVE MEASURES TO PROTECT YOUR ALLIANT ACCOUNTS FROM FURTHER FRAUDULENT ACTIVITY.

You are responsible for notifying Alliant when you cancel your Aggregator account and terminate the access and rights you have granted to the Aggregator once you discontinue using the Aggregator's service. Failing to do so may expose your Accounts to ongoing security risks.

You have considered the following before allowing an Aggregator authorization to access your Alliant Accounts:

- Weighed the benefits of aggregation against the risks of sharing your Account Information or Personal Information, including login IDs and passwords. Were particularly diligent if you authorized an Aggregator to facilitate payments on your behalf. Checked to assure payments go to the right place.
- Read the terms and conditions of any user agreement or contract you sign, accept or acknowledge with the Aggregator, other third party and/or the institution (e.g. Alliant) from which your information is being obtained . Know what rights you are granting with respect to accessing your financial accounts and using your personal information, including login IDs and passwords. For instance, how often are your accounts scraped and what data is collected?
- Verified that the Aggregator will access only the information it needs to provide the desired service to you. Verified whether or not there are charges for certain transactions and services you elect to use.
- You understand the Aggregator's privacy and data security measure (for example, by reading the Aggregator's terms of use, privacy and security information), including:
  - Does (or may) the Aggregator share your security credentials and data with, or provide access to your Account Information along with other account information to, another data aggregator or service provider? Does the Aggregator sell your data to a third-party entity? If so, are you comfortable with that?
  - Does the Aggregator use encryption when retrieving your data? How long is the data retained? What is the process of purging or disposing the data once you terminate your contract?
  - What happens if there is a data breach or any unauthorized access to your account? Is there a process in place to notify consumers and financial institutions, including Alliant, should a breach occur?
  - What type of liability, if any, does the Aggregator bear in the event of a consumer loss due to a data breach or unauthorized access? Does the Aggregator have the financial capacity or insurance coverage to compensate consumers for loss? Is there a dispute mechanism in place to resolve any issues related to data breaches or unauthorized access?
- How accurate are the scraping or access algorithms used to collect data from your Alliant Accounts? To find out, you can ask whether the Aggregator conducts periodic checks to ensure that it is collecting data and using it accurately to provide the required service. You should also check the data yourself against your Alliant Accounts.
- Check with Alliant to find out what, if any, data is delivered to Aggregators through an application programming interface, which is generally considered a safer alternative than scraping (see below for more information on this topic, including our statement that we cannot guaranty that any Aggregator will have an established application programming interface with us).
- You have performed your own online research and due diligence, including looking up any reviews, complaints or lawsuits against the Aggregator or the third-party service provider you are contemplating using.
- You know the steps that need to be taken to stop the Aggregator's access to your accounts. This may involve more than just deleting the software application from your computer or mobile device.

## **Some Risks of Aggregation**

Once your authorized Aggregator has accessed your Account Information or Personal Information, we cannot retrieve it for you, and we are no longer responsible for how the Account Information or Personal Information is secured or used, including but not limited to whether it is shared with other parties, or used in an unauthorized manner or for an improper purpose.

For example (<https://www.finra.org/investors/alerts/be-mindful-data-aggregation-risks>):

- Data aggregators currently are not subject to any comprehensive regulatory regime to ensure that their systems for maintaining the privacy and security of the consumer information they hold is robust and effective.
- Many customers value the convenience of financial data aggregation and appreciate having a single snapshot of multiple accounts. But sharing security credentials for financial account information can come with some risks. Foremost, you can potentially expose yourself to privacy and security risks. These include potential vulnerability to cyber fraud, unauthorized transactions and identity theft. A key risk is that the aggregators could be storing all consumer financial information or security credentials in one place, creating a new and heightened security risk for consumers. This is because it may be difficult for a financial institution to distinguish "legitimate" data aggregator log-ins from illegitimate traffic, a problem compounded by the fact that some data aggregators have actively mimicked the digital profile of threat actors or worked to bypass security controls used by financial institutions to authenticate customer log-ins (such as by auto-populating the security questions posed when a new connection is sought to be established with a consumer's account)
- Security experts often consider using application programming interfaces a safer option than "screen scraping." Screen scraping is the practice of using an automated process involving a code or a "robot" that goes out to the third party websites, registers using your security credentials, and collects applicable account information

ALLIANT CANNOT GUARANTEE THAT THE AGGREGATOR YOU CHOOSE HAS AN APPLICATION PROGRAMMING INTERFACE WITH ALLIANT AND/OR THAT ONE WILL BE ENTERED INTO. THE AGGREGATOR, AND NOT ALLIANT, IS SOLELY RESPONSIBLE FOR THE SECURITY, USE, TRANSMISSION AND STORAGE OF YOUR ACCOUNT INFORMATION AND PERSONAL INFORMATION, AND YOU SHOULD REVIEW THEIR PRIVACY POLICY AND/OR YOUR AGREEMENT WITH THEM FOR DETAILS ABOUT THEIR PRACTICES. UNLESS OTHERWISE PROHIBITED LAW, ALLIANT WILL NOT BE RESPONSIBLE FOR ANY LOSSES YOU INCUR AS A RESULT OF ALLOWING YOUR AGGREGATOR TO ACCESS YOUR ALLIANT ACCOUNTS, FAILING TO NOTIFY ALLIANT WHEN YOU HAVE CANCELED THE AGGREGATOR'S ACCESS TO YOUR ALLIANT ACCOUNTS, AND YOU MAY BE RESPONSIBLE TO INDEMNIFY ALLIANT FOR ANY HARM OR LOSSES THAT ALLIANT INCURS AS A RESULT OF YOUR AGGREGATOR'S CONDUCT AND ACTIONS WHILE ACCESSING YOUR ALLIANT ACCOUNT INFORMATION

## **Aggregator Access, Accessed Information, And Access Termination.**

You confirm that you understand the Aggregator's services and how they intend to use your Account Information and Personal Information, including whether they share or sell your Account Information, use screen scraping, API or other method to gather your Alliant Account Information, and how they keep your Account Information and Personal Information safe and secure.

Any information displayed, gathered or provided to the Aggregator or other third party is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes.

We reserve the right to change, suspend or discontinue any or all Aggregator access at any time without prior notice, unless otherwise required by law. We reserve the right to update these terms and conditions and notify you in accordance with applicable law.