

DIGITAL BANKING AGREEMENT

As used in this Digital Banking Agreement ("Agreement"), the words "we", "our", "us" and "Kohler" mean Kohler Credit Union. "You" and "your" refer to the accountholder(s) shown on the account signature card or other authorizing document and designated by you to use Digital Banking ("Digital Banking") under this Agreement and anyone else authorized by that accountholder to perform transactions or exercise control over the accountholder's funds through Digital Banking. "Account" or "accounts" means your account or accounts at Kohler. "Electronic funds transfers" means pre-authorized transactions and transfers to and from your account(s) using Digital Banking. "Digital Banking Services" ("Service" or "Services") means the services provided pursuant to this Agreement including the Bill Payment Service ("Bill Pay"), and Peer Pay (Person-to-Person) Payments Payment Transfer Feature ("Peer Pay"), and other Services which may be made available to you in the future.

You hereby request that Kohler permit you to access your eligible accounts and services using Digital Banking via kohlercu.com ("Website"). This Agreement sets forth the terms and conditions governing the use of Digital Banking. The individual terms and conditions of your account(s) shall continue to apply in all respects. Such terms and conditions are outlined in Kohler's Membership and Agreement and Disclosures, Funds Availability Policy Disclosure and Electronic Funds Transfer (EFT) Agreement & Disclosure, Schedule of Fees and Charges and Truth-in-Savings Disclosure, as they may be revised from time to time. These documents are provided to you at the time of account opening or available upon request as well as the Line of Credit Agreement and Disclosure.

You understand that by enrolling and by using Digital Banking, you agree to be bound by the terms and conditions provided in this Agreement, Bill Payment Service Agreement, Peer Pay Terms and Conditions, or any other agreement governing your account or an account related service, which occurs over the Internet as such agreements may be amended from time to time. You agree that electronic pages, such as the pages of the Kohler Website and Digital Banking, used with your Login ID and Password, are the legal equivalent of hard copy written documents. You agree that your "clicking" on any "buttons" stating "I agree", "Accept", or "buttons" with similar intent, shall have the same legal effect as if you had placed your signature by hand on hard copy versions of such electronic pages. By clicking on such buttons, you agree to be legally bound by the content on any such pages. You

are encouraged to download or print for your future reference copies of all relevant electronic pages from the Kohler Website.

1. Registration, Access, and Services.

After you complete and submit your information through the Digital Banking Registration process ("Application") and accept the Terms and Conditions of this Agreement, you may be automatically enrolled and receive onscreen instructions or you may receive email confirmation of your enrollment application and further instructions when your registration is approved, including instructions for multi-factor authentication, before you access Digital Banking.

We undertake no obligation to monitor transactions through Digital Banking to determine that they are made on behalf of the account holder. We are authorized to accept instructions from any person using your Login ID and Password to conduct Digital Banking transactions.

To use Digital Banking, you must have at least one savings account and a valid email address to access Internet services.

Subject to the terms and conditions of this Agreement, you can use Digital Banking to check the balance of your eligible account(s), view account histories, check images and account statements, transfer funds between your accounts, order checks, make stop payment requests, send money to people you choose using Peer Pay, pay bills from your Kohler accounts in the amounts and on the dates you request if you have enrolled in Bill Pay, as well as perform other services as may be made available to you from time to time. Balance and activity information is available in accordance with our usual procedures. You shall have no right to reverse, adjust, or revoke an instruction after it is received by us, except by mutual agreement between you and us. Your ability to transfer funds from your savings and money market accounts may be limited by federal law. Refer to the Membership Account Agreement, Funds Availability and Electronic Funds Transfer (EFT) Agreement & Disclosure for details. Transfers regarding your line of credit are governed by the Line of Credit Agreement and Disclosure.

If you established an account that requires two or more signatures, any one of the accountholders acting alone may perform transactions on such an account. You agree by signing up for Digital Banking services that any one signatory may transact

business on such account and hold us harmless and indemnify us for any activity performed by any one signatory on the account.

Access to the Service via your Mobile Device is protected by identification codes, personal identification numbers (PINs), and/or passwords. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT NO ONE LEARNS YOUR IDENTIFICATION CODES, PIN, AND/OR PASSWORDS. If available, you further agree to require the entry of a PIN or password to gain access to your Mobile Device. If you believe for any reason that someone has learned your identification codes, PINs, or passwords, you must immediately notify us to affect a change in credentials.

With respect to Bill Pay, you can choose which eligible transaction account you wish to debit for your bill payments. The actual payment of such bills is performed by one or more service providers, and the procedure is set forth in the Terms and Conditions of Bill Pay.

As for Peer Pay, if you have multiple checking accounts, you can manage your default receiving accounts tied to your phone number or email address within the settings section of Peer Pay. The actual funds transfer is performed by an independent third party, Neural Payments, and the procedure is set forth in the Terms and Conditions of the Peer Pay, Person-To-Person Payment Transfers Feature.

2. Hours of Access

You can use Digital Banking seven days a week, twenty-four hours a day, except when scheduled or unscheduled interruptions occur. Occasionally some or all Digital Banking Services may not be available due to scheduled Digital Banking maintenance or regularly scheduled computer hosting downtime. However, during such regularly scheduled intervals you may be able to continue to enter transactions, and your records will be updated when the system maintenance or host downtime is completed. Subsequent transactions will be based on such updated records. Please note that transactions entered into during such intervals may be considered by us to have been made on the next business day. Each day is a business day except Saturday, Sunday, and other days the Federal Reserve Bank is closed as well as any bank holidays. We agree to post notice of any scheduled extended periods of non-availability (as determined in our sole discretion) on the Website.

3. Password Security

You should keep your Password absolutely confidential to ensure Digital Banking access security to your accounts. You may change your Password at any time and are encouraged to do so periodically, and especially when you discontinue the authority of another person to use your Password. You agree to maintain the highest level of security with regard to the Password you choose. You also agree that a Login ID and Password is a commercially reasonable security procedure to verify the authenticity of any instruction, transfer or other transaction relating to any account of yours delivered to Kohler via computer.

You understand that such security is your sole responsibility. If you do not keep your Password confidential and provide your Password to any other person, any transaction performed by such person is a transaction authorized by you. Where you have authorized any other person to use your Password in any manner, your authorization shall be considered by us to be unlimited in amount, manner and duration and includes any transactions you did not intend. You agree that the use of your Password will have the same effect as your signature authorizing any transaction. No one representing Kohler shall ever ask you for your Password.

Certain limitations are imposed on the number of unsuccessful attempts allowed in connection with the use of your Password. These limitations are not revealed for security reasons, but your access to Digital Banking could be revoked. To re-establish your authorization to use Digital Banking, you will receive a Secure Access Code. You can select to receive this code through an automated phone call, text, or push notification. Since this code will be sent to information we have currently on file, it is your responsibility to ensure that we have your most current information. For security purposes, we recommend that you create a Password as defined by the onscreen Password criteria. Your Login ID and Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down.

We assume no responsibility, and you agree that no such responsibility shall attach to us, to discover, audit, or report to you any possible breach in security or use of any Password established for access to your accounts. You agree to promptly notify us by phone of any security compromise, or potential security compromise, of any Password.

4. Security

You understand the importance of your role in preventing misuse of your account(s) through Digital Banking, and you agree to promptly examine the periodic statement for each of your account(s) as soon as you receive it. You agree to protect the confidentiality of your account(s) and account number(s), and your personal identification information, including the number of your VISA® Debit Card. You understand that personal identification information by itself or together with information related to your account(s) may allow unauthorized entry and access to your account(s). It is recommended that you disable or not use the password save function of your online browser as this only increases the risk of an unauthorized person accessing your information or performing unauthorized transactions. Data transferred via Digital Banking is encrypted in an effort to provide transmission security. Digital Banking utilizes identification technology to verify that the receiver of Digital Banking transmissions can be appropriately identified by the sender. Notwithstanding our efforts to ensure that Digital Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored or read by others. **You assume all responsibilities for and all risks of loss from your providing personal information, including your Login ID and Password to any third party website that spoofs or otherwise imitates Digital Banking, or by linking to third party websites from unauthorized email, and you hereby release us from all liabilities and obligations in connections with such actions by you.**

During your use of Digital Banking, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A cookie is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto Digital Banking, this cookie enables us to process multiple transactions during the session without having to reenter your Login ID and Password for each individual transaction.

After a predetermined amount of time set by our security system or when you log off, the session cookie is no longer accepted, and your Password must be reentered. A new cookie is used for each session, so that no one can use the cookie to access your account.

5. Equipment.

To utilize Digital Banking Services, you must have an appropriate Internet-enabled device (referred to as "Equipment") that meets the following specifications as well as any upgrade of the Services required by us in the future to be able to interface with Kohler's website. Your Equipment must have an operating system, Internet connection, and a web browser meeting the minimum digital banking requirements outlined on our website. We are not responsible for errors or delays or your inability to access the Services caused by your Equipment or software. You understand and agree that at your expense it is your sole responsibility to obtain, install, operate, and maintain the Equipment in accordance with the instructions of the Equipment manufacturer and to obtain the necessary Internet communications and Online Service Provider of your choice. This includes your responsibility to ensure the ability of the Equipment to accurately process data, including leap year calculations, and any time change with regard to daylight savings time and standard time. We are not responsible for errors or delays or your inability to access the Services caused by your Equipment, software, or communications provider. You assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of the Equipment, telephone line(s) or online access and hereby release, and agree to indemnify and hold Kohler harmless in accordance with the terms of this Agreement, because of your failure to utilize the Equipment and/or the failure of the Equipment to properly access Kohler's Website, or process the data to use Digital Banking. You are responsible for maintaining the Equipment and software so that others cannot access your personal identification or financial information. We are not responsible for the cost of upgrading your Equipment or software to stay current with Digital Banking Services nor are we responsible in any circumstances for any damage to your Equipment, software (including any software provided by Kohler or any of its suppliers) or the data resident thereon.

6. Transmission of Instructions.

Kohler agrees to use its best efforts to act upon all instructions received via Digital Banking with regard to your account(s) and to use any means that Kohler, in its sole discretion, may consider suitable for the transmission of funds transfer requests, or other Services provided by Kohler through Digital Banking. You assume full and sole responsibility for all authorized requests and instructions made via Digital Banking with regard to your account(s). We may, at our sole option (but not obligation), verify instructions by calling you at the telephone number(s) specified by you on the Application. You may change this telephone number(s) by updating it via Manage Contact Info in Digital Banking system. You agree that you shall be solely

responsible for liability, loss, or damage, if any, resulting from Kohler's actions, directly or indirectly, in accordance with requests and instructions received by Kohler via Digital Banking when access to your account(s) is gained via Digital Banking by use of your Password and you further indemnify and forever hold harmless Kohler from any and all such liability, loss or damage. You authorize us to honor and act upon all requests and instructions which we receive via Digital Banking with regard to your account(s). You agree to assign no responsibility whatsoever to us beyond the duty to exercise ordinary care, and you agree that we shall be conclusively deemed to have exercised ordinary care when we follow the instructions received via Digital Banking and pursuant to the procedures stated therein. You agree to release Kohler from responsibility or liability for any inaccuracy, interruption, delay, or failure in transmission. Our sole responsibility for an error in a transfer or transaction will be to correct the error, but in no case shall we be liable for any indirect, special, or consequential, economic, or other damages.

All Images you Transmit to us using the Services must be legible and meet our requirements including hardware and software requirements such as required Mobile Devices, operating systems, and camera specifications. All required hardware and software will be at your expense. You agree to only Transmit Images of Eligible Items. Each Image must provide all information on the front and back of the Eligible Item at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Eligible Item, MICR information, signature(s), any required identification written on the front of the Eligible Item and any endorsements applied to the back of the Eligible Item. The information you Transmit to us must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association and contain the correct amount of the Eligible Item. Endorsements must be made on the back of the Eligible Item within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "For Mobile Deposit at Kohler Credit Union Only." Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

7. Order of Payments, Transfers and Other Withdrawals.

If your account has insufficient available funds (including, if applicable, funds available in accordance with our Premium Overdraft Policy) to perform all electronic funds transfers you have requested for a given business day, then:

- (a) Electronic funds transfers involving disbursements, like ATM withdrawals or VISA® Debit Card purchases will have priority up to the amount of available funds in your account.
- (b) Electronic funds transfers initiated through Digital Banking which would result in an overdraft of your account may, at our discretion, be cancelled and
- (c) In the event that electronic funds transfers initiated through Digital Banking, which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the then current Retail Banking Fee Schedule for that account.

Funds from deposits through the Services will generally be made available in accordance with the Funds Availability Policy disclosure. Refer to the Membership and Account Agreement, Funds Availability Policy Disclosure, and Electronic Funds Transfer (EFT) Agreement & Disclosure for additional information regarding the priority for processing payments, transfers, and withdrawals to your account.

8. Receipt of Deposits.

All Images processed for deposit through the Services will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. We are not responsible for any Image that we do not receive. When you successfully Transmit an Image to us, we will confirm that we have received your Image. We shall not be deemed to have received the Image for deposit until we have confirmed receipt to you. Our confirmation does not mean that your Transmission and deposit are complete or without error. All of your Images are subject to our further verification prior to being accepted for deposit and final payment after deposit. Following receipt, we may process the Image by preparing a Substitute Check or clearing the item as an Image. We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your Linked Account.

You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or illegible Images to us or if the Services are used, by either Business Representatives or unauthorized persons, to Transmit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable Images to us.

9. Stop Payment Requests.

You may only initiate stop payment requests online via Digital Banking for paper checks that you have written (non-electronically) on your account(s). We may take up to twenty-four (24) hours to determine if we can act on a stop payment request. If you initiate a stop payment request on a day that is not a business day, the request will not be considered until the next succeeding business day, and then we may take up to twenty-four (24) hours to determine if we can act on a stop payment request. To be effective, you must tell us the exact amount of the check and the check number. You should also tell us such other information as we may require such as the date of the check, name of payee and the information that is on the bottom of the check. If a check you wrote will be converted to an ACH payment, your stop payment request must be received by us (in person or via phone) so that we have a reasonable opportunity to act on it before we receive the ACH entry to charge your account. You will incur stop payment charges as disclosed in the current Schedule of Fees and Charges for the applicable account.

10. Storage and Destruction of Eligible Items.

After you receive confirmation that we have received an Image, you agree to securely store the Eligible Item for 45 days after Transmission and make the Eligible Item accessible to us at our request. Upon our request from time to time, you will deliver to us within 5 Business Days, at your expense, the requested Eligible Item in your possession. If not provided in a timely manner, such amount will be reversed from your Linked Account(s). Promptly after such period expires, you must destroy the Eligible Item by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Eligible item, the Image will be the sole evidence of the Eligible Item. You agree that you will never re-present the Eligible Item or a copy, facsimile, or Image of the Eligible Item. You understand that you are responsible if anyone is asked to make a payment based on an Eligible Item that has already been paid.

11. Returned Deposits.

Any credit to your Linked Account for Eligible Items deposited using the Services is provisional. If Eligible Items deposited through the Services are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that the Eligible Item will not be returned to you (because you will have destroyed or maintained possession of the Eligible Item), but that we may charge back the amount of the Eligible Item and provide you with an Image of the Eligible Item, a paper reproduction of the Eligible Item or a Substitute Check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned Eligible Item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Eligible Item if it has been charged back to you. Subject to the terms of the Membership Agreement and Disclosure and applicable law, we may debit any of your accounts (regardless of whether such accounts are Linked Accounts) to obtain payment for any Eligible Item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

12. Your Warranties.

You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Eligible Item, without any alteration, and the drawer of the Eligible Item has no defense against payment of the Eligible Item.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Eligible Item are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Eligible Item and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Eligible Item or a paper or electronic representation of the Eligible Item such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Eligible Item.
- The Eligible Item was authorized by the drawer in the amount stated on the Eligible Item and to the payee(s) stated on the Eligible Item.
- You are authorized to enforce and obtain payment of the Eligible Item.

- You have possession of the Eligible Item, and no party will submit the Eligible Item for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems. With respect to each Image and your use of the Services in general, you agree to comply with all procedures published by us, which can be accessed within the Service and/or at kohlercu.com.

Kohler makes no representation, endorsement, or warranty that information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") in the Service, are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT YOUR SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY SERVICE OR TECHNOLOGY WILL BE CORRECTED. AS NOTED BELOW, KOHLER ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

13. Security for Transmission of Images.

You will complete and Transmit each deposit promptly. If you are unable to complete and Transmit your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the Transmission has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized Transmissions. You will notify us immediately by telephone to 888-528-2595 with written confirmation if you learn of any loss or theft of original checks including but not limited to Eligible Items. You will ensure the safety and integrity of Eligible Items from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to

cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

14. Your Responsibility for Images.

You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or illegible Images to us or if the Services are used, by either Business Representatives or unauthorized persons, to Transmit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable Images to us.

15. Periodic Statements

You will not receive a separate Digital Banking statement. Transfers to and from your accounts using Digital Banking will appear on the respective periodic statements for your account(s). You may elect to receive your statement electronically through Digital Banking by executing an E-Statement Delivery Disclosure available on Digital Banking or may be required to receive your statement electronically based on the type of account you select. If you receive your statement electronically, we will notify you by using the email address on file to let you know when a new statement is available and no paper statement will be issued.

16. Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any Digital Banking service, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We will post any required notice of the change in terms on the Website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account(s) or our electronic funds transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. This Agreement as revised will be posted on Digital Banking. The revised Agreement will supersede the affected terms and conditions of this Agreement and shall apply to any activity or transaction previously or hereafter taken by you in connection with such Service, except that new fees and charges shall only apply prospectively. Your continued use of any, or all, of the subject

Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the current Retail Banking Fee Schedule.

17. Services; Changes to the Service.

The Service is currently configured to allow you to view the balances and activity of Linked Accounts, transfer funds between Linked Accounts, create Images of Eligible Items that you receive and Transmit to Kohler for deposit into a Linked Account, view nearby Kohler locations, and send secure messages to Kohler. Features of the Service may be changed, added, or removed at any time, at Kohler's sole discretion. Kohler may withdraw or terminate the Service at any time and may disable access to the Service for all or a segment of the Service's users.

18. Our Liability for Failure to Make a Transfer or to Deliver an Electronic Account Alerts ("Alerts").

If we do not complete a transfer to or from your account on time or in the correct amount, or send an email or SMS alert to you (which are electronic notifications transmitted per your request) when properly instructed by you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance, if:

- (a) Through no fault of ours, you do not have enough money in your account plus any available overdraft protection and/or Premium Overdraft limit to make the transfer;
- (b) The transfer would go over the credit limit on any credit arrangement set up to cover overdrafts or the credit limit on an established line of credit;
- (c) Any electronic terminal, other equipment, software, telecommunications device or system, or any part of Digital Banking's electronic funds transfer system is not working properly, and you know about the breakdown when you started the transfer or other transaction;
- (d) Circumstances beyond our control (such as fire, flood, interruption in telephone service or other problems) prevent the transfer, despite reasonable precautions that we have taken;

- (e) The funds in your account are subject to legal process;
- (f) The transaction will exceed the transaction limitations on your account, if any;
- (g) Your account is closed, or it has been frozen;
- (h) We have a reason to believe that the transaction requested is unauthorized, suspicious, or fraudulent or violates a law or regulation;
- (i) You have not properly followed the onscreen instructions for using Digital Banking or otherwise enter incorrect information into Digital Banking and/or Bill Pay;
- (j) One or more service providers are liable under the Terms and Conditions of Bill Pay;
- (k) Your operating system was not functioning properly;
- (l) You use or rely on the contents of any Alert;
- (m) You use or rely on any spam, phishing scheme or other similar communication;
or
- (n) A transaction fails due to a failure of a third-party service provider, through no fault of ours, to complete such transaction.

There may also be other exceptions stated in this agreement, other agreements with you, or otherwise not specifically mentioned above. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

In regard to Limitation of Liability and without limitation as to the foregoing, IN NO EVENT WILL KOHLER OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY

PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF KOHLER IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL USE OF THE SERVICE AND ANY TRANSACTIONS CONDUCTED USING THE SERVICE. KOHLER SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR DUE AUTHORIZATION OR CONFIRMATION THEREOF OF ANY ENTRY RECEIVED FROM YOU).

19. Disclaimer of Warranty and Limitation of Liability.

We will make reasonable efforts to ensure the full performance of Digital Banking. We are responsible for acting only on those instructions sent through Digital Banking that are actually received by us, and we cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. Neither are we responsible for any losses or delays in transmission of instructions arising out of the use of any Online Service Provider or caused by any browser software. Kohler is also not responsible for any compromise of your information including but not limited to passwords and other access codes, systems, disruption of service or the processing of unauthorized transactions caused by your use of a wireless network or other unauthorized access to or alteration of your transmissions or data. Kohler is not responsible should you give incorrect instructions. Any information you receive from Kohler is believed to be reliable; however, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. We do not and cannot guarantee that Digital Banking, Bill Pay, and/or Peer Pay will operate without errors, or that any or all Services will be available and operational at all times. You acknowledge that the continued availability of third-party services is not within our control and agree that we will not be liable for any damages, loss of use, or inability to use, the Digital Banking services in the event such third-party services are unavailable. We will not be liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any decision made using this information. Although we attempt to provide accurate information on Digital Banking, we make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Services

provided to you under this Agreement. Our responsibility is limited to our exercise of reasonable and ordinary care. Any internal policies and procedures that we maintain are solely for our own purposes and will not impose a higher standard of care than otherwise would apply by law without such policies and procedures. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential economic or other damages arising under or by reason of any Services or products provided under this Agreement or by reason of your use of or access to Digital Banking, Bill Pay, and/or Peer Pay, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty even if we are advised of the possibility of such damages. Further, in no event shall the liability of Kohler and its affiliates exceed the amounts paid by you for the services provided to you through Digital Banking, Bill Pay, and/or Peer Pay.

As a condition of your use of the Services, you warrant to us that you will not use the Services for unlawful purposes; in ways which are prohibited by this Agreement, or which could damage or disable the Services. You also warrant that you will not, by using networks through which you access the services, attempt to access any account for which you have no authorization or otherwise interfere with any other party's use and enjoyment of the Services. You agree to indemnify and hold us harmless from any breach of your warranty, including but not limited to any claim made by any third party that is due to or arises out of your use of our Services. Your obligation to indemnify and hold us harmless extends to any judgments, awards, settlements and costs, including reasonable attorneys' fees, which stem from a breach of your warranty, or any claims made by any third party which is due to or arises out of your use of our Services. Internet gambling may be illegal in the jurisdiction in which the person accessing Digital Banking is located, including locations within the United States. You agree that you will only use Digital Banking for legal purposes and transactions. Your obligations hereunder shall survive your termination of access or use of Digital Banking or nonuse of any service, information, or material.

Exercise caution when using consolidation sites. Consolidation Sites (also known as "account aggregators" or "screen scrapers") are Internet sites that provide the ability to collect on one integrated website key information about you such as bank balances, investments, and emails. For example, you may be encouraged to provide

a consolidation site with your personal financial information, such as your Login ID and Password for Digital Banking. **YOU SHOULD NEVER PROVIDE THIS INFORMATION TO A SITE THAT YOU DO NOT RECOGNIZE AND FULLY TRUST.**

We are not liable for any transactions that you initiated through a consolidation site or that are initiated through a consolidation site using your Login ID and/or Password. All transactions initiated by a consolidation site using access information you provided are considered to be authorized by you, whether you were aware of the specific transactions. We are also not liable for any loss of information or funds from your account that occurred because of your use of a website that is not the valid Digital Banking - even though it may appear to be Kohler's website.

If necessary, you may cancel your access or change your password for Digital Banking at any time. However, we do not guarantee that this will restrict any Consolidation Sites to which you have previously given authority from accessing your bank information in the future.

20. Virus Protection

Kohler cannot and does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request, and receive information from this site with the knowledge that such information can be intercepted and/or viewed by unknown third parties.

We are not responsible for any electronic virus or viruses, message or transfer interception in transit or related problems that you may encounter. We encourage our customers to routinely scan their PCs and diskettes using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other companies.

21. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission or otherwise compromised using information from your check. Telephoning is the best way of keeping your possible losses down. We will require such notification to be followed up in writing. You could lose all the money in your account plus any available balance in your overdraft protection account, revolving line of credit and/or

Premium Overdraft limit. If you tell us within 2 business days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone uses your password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, password, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may, at our sole discretion, extend the time periods.

See the section titled "How to Contact Us" for our phone numbers and address.

However, if you use Digital Banking, Bill Pay, or Peer Pay for business purposes, you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees you authorize to use Digital Banking and to prevent all unauthorized use by other employees or persons.

22. Error Resolution Notice in Case of Errors or Questions about Your Transactions

In Case of Errors or Questions About Your Electronic Transfers tell us **AS SOON AS YOU CAN** if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. See the Section titled "How to Contact Us" for our phone numbers and address. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and account number (if any).
- (b) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

(c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

23. Your Right to Terminate

You may cancel your use of the Services at any time by providing us with written notice by postal mail or by calling us. Your access to Digital Banking will be suspended within 3 business days of our receipt of your written instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

24. Our Right to Terminate

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

- (a) Immediately without prior notice, if you have insufficient funds in any one of your accounts; provided, however Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits;
- (b) Immediately without prior notice if you misuse Services or otherwise violate the provisions of this Agreement;
- (c) Immediately without prior notice if the checking account which you designated for Bill Pay is closed and you have not designated an alternative Kohler eligible transaction account;
- (d) Immediately without prior notice after one hundred eighty (180) days of inactivity; or
- (e) For any other reason in our sole discretion, upon reasonable notice of attempt.

If the Services are terminated, you understand that any scheduled payment or other transactions may not be made as scheduled, and Kohler shall not be liable for any loss or damage as a result of the same. You also remain responsible for all transactions initiated prior to termination but executed following the termination.

25. How to Contact Us

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

- (a) Email - You can contact us by email at memberservice@kohlercu.com (please note that normal online email may not be secure, and you may not use email to initiate transactions on your accounts).
- (b) Telephone - You can contact us by telephone at 888-528-2595;
- (c) Postal Mail - You can write to us at: Kohler Credit Union, ATTN: Member Services, 5727 Superior Ave, Sheboygan, WI, 53083;
- (d) In Person - You may visit us in person at any one of our branch locations.

No Kohler employee, nor any company affiliated with Kohler, will contact you via email or phone requesting your mobile ID, mobile password, or secure access codes. If you are contacted by anyone requesting this information, DO NOT RESPOND and please contact us immediately.

26. Use of Third-Party Services

We may use the services of a third party in the handling of your account or any account related service. We may do so without prior notice to you. Any third party used by us will not be considered our agent, and you agree to proceed directly against the third party for any claims you may have in connection with their actions or failure to act in the handling of your account. You agree to release us from any claims you may have as a result of the actions or failure to act of the third party, including without limitation, any loss or damage which arises from the third party's failure to pay any items which should have been paid.

27. Access to Third Parties through Kohler Website

Any resources, products and services provided by third parties but accessed through Digital Banking Website (such as, but not limited to, links to other websites) are provided as a convenience to you. We are not responsible for the content, accuracy or opinions or the performance or failure of any products or services advertised on linked websites. The linked websites may have different security policies, cookie controls, and privacy policies. You should review the privacy and security statements of any website before you provide personal or confidential information. The fact that we have provided access to a third-party resource, product, or service does not mean that we endorse it. Access to any other websites linked from Digital Banking Website is at your own risk. NCUA insurance protection does not apply to products purchased from such linked sites.

28. Security Statement and Privacy Statement

Please review our Online Privacy Policy on our Website for more detailed information on the security and privacy of Digital Banking. Please contact us at 888-528-2595 with any questions you may have regarding the above information and disclaimers. With respect to Bill Pay, please refer to the Terms and Conditions of the Bill Pay Service.

29. Confidentiality

We may disclose information to third parties about your account or the transfers you make:

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with government agency or court orders, or
- (d) If you give us your written permission.

30. Trademarks

Brand and product names are trademarks or registered trademarks of Kohler or the respective owners. Features and services are subject to change without notice. Under no circumstances may you use, copy, alter, modify, or change these trademarks. Nothing contained on Digital Banking should be construed as granting by implication or otherwise any license or right to use any trademark.

31. Applicable Law

All online transactions are considered to be performed in the State of Wisconsin. This Agreement shall be deemed made within the State of Wisconsin and, except as otherwise preempted by Federal law, rule, or regulation, shall be governed by and construed in accordance with the laws of the State of Wisconsin without reference to the choice of law principals thereof.

32. Arbitration

The sole remedy for the resolution of disputes between the parties to this Agreement shall be arbitration before one arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, such arbitration to be held in Sheboygan, Wisconsin. All parties hereby waive all rights to a trial by jury in any action or proceeding relating to the Services or this Agreement.

33. Interpretation

When you enroll in Digital Banking, you agree that our interpretation of this Agreement, our records pertaining to your accounts, any rules adopted by us from time to time, the terms of your signature card, the terms of the Membership and Account Agreement, Funds Availability Policy Disclosure, and Electronic Funds Transfer Agreement & Disclosure (EFT); Schedule of Fees and Charges; other documents which are a part of this Agreement and any of our disclosures is final and binding.

34. Assignment

You may not assign this Agreement without our prior written consent, and any unauthorized assignment or transfer shall be null and void.

35. Download Services

You may also export account history, statements, and other information we make available to you to various software packages ("Software Packages"). You are responsible for obtaining a valid and separate license agreement with the provider of the Software Packages. The following is a brief description of the various features and requirements for using the download service. From time to time, we may add to, modify, or delete any feature of the download service at our sole discretion.

Disclaimers: You understand and agree that:

- not all the information in your accounts can be downloaded into your Software Packages;
- information you can download may not include all your account activity;
- statements (electronic or paper) generated by us are the official record of your account. Transactions and balances, and other information you download is for your personal purposes only and should not be considered an official record;
- the account information will not necessarily reflect banking transactions that have not yet been completed and will only reflect the account information in your accounts at the exact point in time that you download the information (for example, pending Bill Pay transactions may not be reflected);
- account information in your accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download to your Software Packages will not be automatically updated by us, and that you will have to update the account information by downloading more current information from your accounts; and
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the account information in your Software Packages, which, for example, as stated above, may not be the most updated information and it may not include pending transactions.
- You also agree and understand that:
- you assume all risk that any account information you download and store in your Software Packages may be accessed by unauthorized third parties;

- if you send the information in a manner that is not secure, or if you take the account information out of our secure computers by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Software Package provider); we are not responsible for the security and confidentiality of the account information if you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Software Packages; and
- you agree that any account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device. You agree and understand that the account information you download through the download service is provided to you "as is" and "as available." You agree and understand that we make no warranties and have no liability as to: The accuracy, completeness, availability or timeliness of the account information, text, graphics, or other items in the account information that you can download through the download service;
- The errors or omissions in the delivery or transmission of the account information from us to you (and "you" includes delivery to your Software Packages and/or your computer); and
- The download service's fitness for a particular purpose and non-infringement of any third-party rights. You agree that we will not be liable to you for:
 - your inability to use the download service;
 - the accuracy, timeliness, loss or corruption, or mis-delivery of any account information or any other information;
 - unauthorized access to your accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
 - your inability to access your Eligible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with online communication providers or Internet Service Providers ("ISPs"), acts of Nature, strikes, or other labor problems); or
 - any other matter relating to the download service.