

E-SIGN CONSENT AGREEMENT

Introduction

This E-SIGN Consent Agreement ("**E-SIGN Agreement**") allows us to provide you with electronic versions of important notices and documents associated with your use of the CardCommand application (the "App"). Certain laws and regulations require us to provide notices and disclosures to you in "writing" (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act allows us to provide these documents to you electronically.

Definitions

The words "**we**," "**our**," and "**us**" mean CardCommand, PSCU, MAX Credit Union and their respective affiliates, successors, and assigns.

The words "**you**" and "**your**" mean each account owner and anyone else with access to the account through the App. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

"**Access Device**" means any electronic device you use to access your account and view electronic documents through the App. This includes, but is not limited to: a mobile device such as a smartphone or a tablet computer.

"**Mobile Services**" may include mobile balance inquiry; mobile deposit; locator services; account transfers between registered accounts; card controls; alerts; and other mobile transactions as added by CardCommand, in its sole discretion, from time to time and accessible through the App.

Scope of this E-SIGN Agreement

This E-SIGN Agreement applies to all disclosures, notices, and terms and conditions related to the App and Mobile Services that you electronically access. This consent will remain effective until expressly withdrawn by you. Your consent does not mean that we must provide documents electronically, but instead that we may deliver some or all of those documents electronically.

This E-Sign Agreement is revised periodically and it may include changes from earlier versions. By accessing your account and engaging in Mobile Services, you agree to the most recent version of this Agreement, which is always available to you online and within the App.

Automatic Enrollment

By consenting to this E-Sign Agreement, you will automatically be enrolled to receive certain documents electronically. Typically these are agreements and disclosures related to your use of Mobile Services. These documents will be presented to you electronically within the App.

Automatic enrollment includes, but is not limited to, the E-SIGN Consent Agreement, the CardCommand Terms and Conditions, letters and notices related to Mobile Services (i.e. a notice regarding changes to the CardCommand Terms and Conditions and our privacy policy).

Requesting Paper Copies of Documents Presented Electronically

You agree and understand that paper versions of electronically presented documents may not be mailed unless you specifically request it. To request a paper copy of any disclosure, notice, or other document, contact MAX Credit Union. Copies of disclosures, service agreements, and account agreements will be mailed at no charge.

System Requirements

The format of the electronic documents may vary based on your Access Device. For example, documents are typically presented in a .pdf format on a traditional computer while documents accessed on a mobile device are typically presented natively within the application. By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

To access Mobile Services and your electronic documents on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS (iPhone).
- A data plan provided by your wireless carrier.
- To download the CardCommand application at your respective app store.
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

Changes to system requirements

Periodically, the App may require you to install updates. Installing updates to the App is a reaffirmation of your consent to this E-SIGN Agreement.

Withdrawing Consent

You may withdraw your consent to this Agreement at any time.

To withdraw your consent prior to completing your enrollment in Mobile Services, simply exit this session prior to accepting this E-Sign Agreement or the CardCommand Terms and Conditions or select "decline".

To withdraw your consent to this E-SIGN Agreement after you have already completed your registration, to cancel your use of the App you must: 1) un-manage each enrolled Account from the My Portfolio screen and then 2) confirm the unsubscribe message.

If you withdraw your consent to this Agreement:

- You will no longer be able to access any Mobile Services.
- You will no longer receive the electronic presentment of any documents.

Multiple Access Devices

Your acceptance of this E-SIGN Agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this E-SIGN Agreement on a mobile device, the terms of this E-SIGN Agreement will apply to electronic documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this E-SIGN Agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device. Continuing your use of the App on other Access Devices is your reaffirmation of this E-SIGN Agreement

Please contact MAX Credit Union if you have difficulties accessing or viewing electronic documents on your selected Access Device.

Acceptance

You will be asked to acknowledge your acceptance of these terms by checking the acceptance box before you are able to continue with your registration on the App. In doing so, you are confirming that you meet the system requirements described above, and that you have demonstrated your ability to receive, retain, and view electronic documents on your Access Device. You are also consenting to be immediately enrolled in the electronic presentment of the documents described in the "Automatic Enrollment" section above.

CardCommand

TERMS AND CONDITIONS

February 2018

INTRODUCTION

Welcome to CardCommand (the "**App**") for Android and iOS which will allow you to access Mobile Services. This App Agreement ("**Agreement**") provides the terms and conditions that apply to your use of the App and is in addition to any other agreements you may have with us, MAX Credit Union or other third parties. **This Agreement is revised periodically and it may include changes from earlier versions, by using the App, you agree to the most recent version of this Agreement. You may withdraw your consent at any time by unsubscribing all enrolled Accounts.**

This Agreement contains terms and conditions that apply to your use of the App and is in addition to other agreements and disclosures that apply to your Account(s). If there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address the App, this Agreement will control in resolving those inconsistencies.

We reserve the right to modify the scope of the Services available on the App at any time and you agree that some or all of the available services may not be accessible or may have limited utility.

If you have any questions, please contact MAX Credit Union.

Definitions

The following definitions apply in this Agreement:

- The words "**we**," "**our**," and "**us**" mean CardCommand, PSCU, MAX Credit Union and their respective affiliates, successors, and assigns.
- The words "**you**" and "**your**" mean each Account owner and anyone else with access to the Account to perform the transactions or receive the Mobile Services covered by this Agreement. If there is more than one owner, then these words mean each Account owner separately, and all Account owners jointly.
- "Access Device" means any electronic device you use to access your account and view electronic documents through the App. This includes, but is not limited to: a mobile device such as a smartphone or a tablet computer.
- "**Account**" means a Consumer or business account accessed by a debit card that may be registered to utilize Mobile Services.
- "**Business Days**" include Monday through Friday. The Federal Reserve Bank holidays are not included.
- "**Consumer**" means a natural person, who is at least 18 years of age, and does not include a corporation, limited liability company, or other entity.
- "**Mobile Services**" may include locator services; card controls; alerts; and other mobile transactions as added by CardCommand, in its sole discretion, from time to time accessible through the App.
- "**Service Providers**" means any other third party that we have engaged to provide services in connection with the App. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

GETTING STARTED

Eligibility

To be eligible to register for the App, you must meet MAX Credit Union's eligibility requirements, have an Account and be a resident of the United States. You can only register a debit card that you are lawfully entitled to use. Additionally, you must have all of the following:

- A U.S. mobile phone account;
- A compatible mobile phone. The following minimum requirements must be met by your device:
- A smart phone with the ability to support a downloadable application (e.g. Android or iOS);
- A current version of the Access Device operating system;
- Have sufficient memory and data connectivity to support the application;

- Be configured with the standard internet data connectivity settings for your network operator.
- Have free space available in your mobile phone, e-mail or service inbox to receive push notifications and e-mail messages.
- Establish and maintain a valid passcode for the App; and
- Maintain a valid e-mail address and phone number within the U.S.

Registration

You may download the App for Android from the Google Play store, or for iOS from the Apple App Store. By downloading the App you are accepting the terms of the software license as set out in this Agreement.

- When you first use the App, we will ask you to choose a security passcode, which you will need each time you use the Application. If you forget your passcode, please follow the forgotten passcode instructions on the App.
- Once you have completed your registration details, you will be asked to confirm that the information is correct. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact MAX Credit Union.
- We will use commercially reasonable efforts to ensure that the App will be accessible from Android and iOS phones; however, we do not guarantee that the App will be compatible with every type of mobile phone.

Your Responsibility

Providing Personal Information

You may not be able to use the App if we cannot verify your identity or other necessary information. You agree to provide current and complete information about yourself and you agree not to misrepresent your identity. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made by contacting MAX Credit Union. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account or contact information.

Equipment

You are responsible for and must provide all mobile devices, software (other than any software provided by us), and services (such as cellular data service) necessary to access the App. You are also responsible for ensuring that your use of the software applications does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

No Illegal Use

You may use the App for lawful purposes only. You agree not to use the App to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

Right to Cancel

- To cancel use of all mobile services you must: 1) un-manage all enrolled Accounts from the Manage Portfolio screen and 2) confirm the unsubscribe message.
- If you delete the App without unsubscribing enrolled Accounts, Card Controls that you have designated will remain in effect and transactions could be denied as a result. When you unsubscribe all enrolled Accounts, you will not receive any further messages on registered Accounts, so then you may delete the App from your Access Device.
- There is no minimum contract period and you are free to stop using the mobile services at any time. You acknowledge that it is your responsibility to delete the App from your Access Device before you dispose of it. If you obtain a new Access Device, you must enroll your Accounts on that Device as well.
- We will use commercially reasonable efforts to ensure that the App will be accessible from Android and iOS phones; however, we do not guarantee that the App will be compatible with every type of mobile phone.

Cellular Phone Contact Policy

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications (including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system) from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile services provider.

You have the ability to update your contact information by contacting MAX Credit Union. Please see the CardCommand Privacy Policy to learn more about how we use and share your information.

Consent to Receiving Push Notifications and Other Communications

You will need to register your mobile device before we are able to send you push notifications for the mobile services that use push notification messaging (i.e., alerts). By registering your mobile phone number for the mobile services, you expressly consent to receiving push notification messages related to the mobile services using such functionality. **Data rates may apply and you are responsible for any such charges.** Message frequency depends on your Account settings and the type of alerts you select to receive. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions, contact MAX Credit Union.

Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including your equipment, terrain, proximity to buildings,

foliage, and weather. You acknowledge that urgent alerts may not be timely received, that your wireless carrier does not guarantee that alerts will be delivered, and that wireless carriers are not liable for delayed or undelivered messages.

Privacy & Confidentiality

Protecting your privacy is important to us. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using the mobile services will be governed by the provisions of MAX Credit Union's privacy policy. For more information or a copy of the privacy policy, contact MAX Credit Union. Personal information about you will be used for the purpose of engaging in the mobile services. Personal information about you will be used for the purpose of engaging in the App services as well as for internal purposes (i.e., aggregate demographic analysis, internal marketing studies, and statistical analysis). **We may also disclose information to third parties about your Account or the transactions you make in accordance with law.**

Location Based Information

If you use any location-based feature of the App (such as an ATM locator) you agree that your geographic location and other personal information (such as your device ID) may be accessed and disclosed through the App or service. You may turn off location based features at any time within the App, but this may impact the functionality and accuracy of the services. If you wish to revoke access to such information you must cease using location-based features of the App or service. Please see the CardCommand Privacy Policy within the Legal and Help menu screen to learn more about how we use and share your information.

Mobile Software License

Subject to your compliance with this Agreement, you are hereby granted a personal limited license ("License") to use the App software ("Software") on your mobile device within the United States.

This License shall be deemed revoked immediately upon:

- Your deletion of the Software from your mobile device;
- Your noncompliance with this Agreement; or
- Written notice to you at any time, with or without cause.

If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your mobile device if you have not already done so.

This License does not amend or supersede any agreements you may have with your mobile service provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the Software (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the Software, receiving or sending text messages, or other use of your mobile device when using the Software), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service provider is responsible for its products and services and it is

responsible for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the Software.

MOBILE SECURITY

As a customer engaging in the mobile services, you have chosen a personal passcode which allows you to access the mobile services. Information you provide in connection with the mobile services will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is partly contingent upon your responsible behavior in protecting your personal passcode for the mobile services. Please use maximum caution in protecting your personal passcode.

Information you provide in connection with the App will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is dependent on your responsible behavior in protecting your Log-in Credentials and controlling access to the devices that you use to access the App. For the purposes of this Agreement, "Log-in Credentials" means your personal ID, password, and any other unique biometric attribute (such as voice print or fingerprint) used to access the App.

Protecting Your Log-in Credentials

You have chosen a personal ID and password which allows you to access the App. Depending on your mobile device, you may also have the option to use a biometric feature (such as a fingerprint scanner) on your mobile device to authenticate your identity and gain access to the App. If you choose to activate a biometric feature, it is your responsibility to control access to the App just as you would with your personal ID and password. You acknowledge that any person who has a biometric feature stored in your device may be able to access the App.

You are responsible for keeping your Log-in Credentials confidential and you are responsible for ensuring that you have logged out when your session is complete to prevent unauthorized persons from using the App.

If you give any other person or entity access to your Log-in Credentials, or any device you use to access the App, you agree that each such person or entity will be acting as your "Agent" and will be bound by this Agreement (and any separate agreement governing your Account). We are not responsible for managing your third party relationships and any arrangements between you and an Agent are strictly between you and the other party. We will rely and act on all instructions received via our web sites or App using your Log-in Credentials and we are not liable to you if your Agent exceeds the scope of authority granted. Any transaction performed by your Agent using your Log-in Credentials, even if not specifically intended by you, is considered a transaction authorized by you. Should you decide to revoke any access you have given to an Agent, you must contact us at a number at the end of this agreement, in which case we may need to block online and mobile access to your Account until we issue new Log-in Credentials.

Please note that after initial registration CardCommand will never contact you (or ask anyone to do so on our behalf), with a request to disclose your passcode or other Account information. If you receive any such request from anyone (even if they are using our name and appear to be genuine) then it is likely to be fraudulent and you must not supply your confidential information to them in any circumstances.

Contact MAX Credit Union if:

- You believe that your passcode or other means to access the App has been lost or stolen;
- You believe that someone may attempt to use the App without your consent or has transferred money without your permission; or
- You have been contacted by someone claiming to be from CardCommand with a request to disclose confidential information.

Reporting Unauthorized Transactions or lost or stolen device

If you believe that an unauthorized transaction has been made from your Account you must immediately contact MAX Credit Union. You will be liable for any unauthorized transactions on your Account confirmed by the use of your passcode. Contacting MAX Credit Union right away may help you reduce possible losses. You may also contact MAX Credit Union for their policy on unauthorized transactions.

If your mobile phone is lost or stolen, you must tell MAX Credit Union as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide the Mobile Services to your mobile phone and we will not be liable if your Account information becomes known to someone else as a result.

Error Resolution

In case of errors or questions about transactions related to the Mobile Services, please contact MAX Credit Union as soon as possible.

SERVICES AND FEES

Some Mobile Services are dependent upon MAX Credit Union. The App is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network or where you are not in an area of mobile coverage. We may withdraw all or a part of the Mobile Services without notice at any time.

MAX Credit Union may charge you fees for your use of any of the Mobile Services. Please refer to the terms and conditions governing your Account or contact MAX Credit Union for more information.

You are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage.

CARD CONTROLS AND ALERTS

Introduction to Card Controls

The App will provide you with several card control options for registered Account(s). The most basic card control option is the ability to turn your card "off" or "on". If a card is turned "off", all transactions made on the card, other than recurring payments, deposits or credits, will be denied. Additional control preference settings are available through the card control services. The card control services allow two or more shared card users to jointly manage the card control settings.

Enrollment

To use the Mobile Services card controls, at least one Account must be registered. Multiple users can register the same Account. If a user registers or adds a card using a secure token delivered in a "delegate" email invitation, that user will either be a "Primary" user, if full access is granted, or a "Dependent" user, if restricted access is given. A Primary user has access to the full functionality of card controls, whereas a Dependent user will be subject to the control preferences set by the Primary user that delegated the card, except that a Dependent user will be able to turn the card "on" or "off" and the Dependent user can change the control preference for "My Location" settings. Shared card users have shared control settings through which they can control their cards. An alert is sent to other shared card users whenever a user changes control policies for the card.

My Location Control

The App allows you to set control settings for location, region or to block international transactions. When the "My Location" control preference is set, the App will compare the user's and the merchant's location to decide whether to approve or deny the transactions. When the "My Region" control is set, in-store transactions made outside the specified region(s) will be denied. Each region is a circular area with a minimum radius of five miles. The App determines the user's location by assuming that the user will always carry the phone that has been set as "Primary Device" and will use the phone's location as a proxy for the user's location. For "My Location" control and alerts policies to work, the user must turn on the device's "Location Settings" and enable location tracking. For shared cards, the App will track the location of the user who chooses "My Location" last. Exceptions occur when one or more users have also set My Region control in addition to My Location control. In these cases, transactions may still be approved if they fall within the My Regions that have been set by the shared card users.

Maximum Spend Control

This control will allow you to specify a transaction threshold amount above which transactions will be denied. Maximum spend on card is the cumulative spend on all managed cards for the login per month. At the end of every month, the system automatically resets the monthly spend amount to zero. The monthly spend amount is calculated starting from the time you register the card for management with the App. If this is a shared card, the spend on the card for the month may already have value as soon as you complete registration and log in for the first time.

Shared Controls

When card control settings are shared, each user can set up their own separate alert preferences. The user will receive alerts based on the alert preferences set up individually. Two exceptions to this rule are: all users will receive alerts for denied transactions, and all other shared users will receive alerts when one user sets or changes a control preference.

App Limitations

The features of the App are based on your geographic location and may not be accessible in all geographic locations.

We make no guarantees of the App's functionality and you agree that you will not rely solely on the information provided by the App.

ADDITIONAL TERMS AND CONDITIONS

Intellectual Property Rights

All content connected with the App are the exclusive property of PSCU, its licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the App only on your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the App.

The trademarks, logos, and service marks displayed in connection with the App are the registered and unregistered trademarks of PSCU, and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with the App should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of PSCU, or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding the App shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Using the App from Outside the United states

The products and services described herein are only offered in jurisdictions where they may be legally offered. Not all services are available in all countries and you understand that the described products and services are intended for customers located in the United States. You also understand that MAX Credit Union is based in the United States, and only accepts U.S. currency.

We do not make any representations that any content or use of the App is appropriate or available for use in locations outside of the United States, and accessing the App from territories where any content or use of the App is illegal is prohibited. **If you choose to access the App from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.**

Export Control

You acknowledge that your use of the App is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the App and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer the App except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the App in any embargoed or sanctioned country such as Iran, North Korea, Sudan, and Syria.

Changes in Terms of Use

We reserve the right to modify this Agreement at any time. You will receive notice in accordance with our E-Sign Consent Agreement and applicable law when any changes are made that materially affect your rights. **By accessing your Account and continuing to use the App, you agree to the most recent version of this Agreement .**

Delay or Suspension of Service

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using the App constitutes a **"Threatening Condition"** (including but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of the App without notice.

Term and Termination

We may terminate all or part of this Agreement and your use of the App for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using the App upon our request.

You may voluntarily terminate your access to the App and your use of the App for any reason and at any time with or without prior notice as the law requires, by unsubscribing all Accounts from Mobile Services. If you terminate your access and/or withdraw your consent to this agreement, you will no longer have access to the App.

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

No Warranties

Neither PSCU, nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness or timeliness of the services provided in the App, including but not limited to the card control or alert services, information, materials, products and services or the error free use of the App. All Mobile Services, including but not limited to our App, materials, products, and services, are provided "As Is" and "As Available" without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than through the App to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

Limitation of Liability; Indemnification

In no event will PSCU or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use the App; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through the App, or (iv) any other failure, action, or omission.

You agree to indemnify, defend, and hold PSCU, and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through the App; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against CardCommand arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the App or use of your Account by any third party. PSCU reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with PSCU in asserting any available

defenses. You will not settle any action or claims on behalf of MAX Credit Union without the prior written consent of PSCU.

Waiver

We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of PSCU, or its affiliates. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability; Headings

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect. This Agreement shall take effect immediately upon the acceptance of your application for the Service by us.

Complete Agreement

This Agreement represents the sole and exclusive agreement between you and us regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

CONTACT MAX CREDIT UNION: 800-776-6776

400 Eastdale Circle
Montgomery, AL 36117

Business Days: Monday through Friday: 8:30AM – 11:00PM CST
Saturday – Sunday: 9:00AM – 5:00PM CST

Closed on Credit Union Posted Holidays

If you need assistance, would like to report an unauthorized transaction, or have other questions or concerns please contact MAX Credit Union.

By clicking "agree" you acknowledge that you have read and agree to be bound by the E-Sign Consent Agreement and the CardCommand Terms and Conditions Agreement.