

FRANKENMUTH CREDIT UNION
TERMS OF USE AND DISCLOSURE
(Rev. September 30, 2024)

THESE TERMS OF USE AND DISCLOSURE (“TERMS OF USE”) GOVERN YOUR ACCESS OF THE PLATFORM AND SERVICES VIA THE FRANKENMUTH CREDIT UNION (“FINANCIAL INSTITUTION”, “US”, “WE” OR “OUR”) ONLINE AND/OR MOBILE BANKING APPLICATIONS (“FI PLATFORM”). THESE TERMS OF USE CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND US. PLEASE READ THESE TERMS OF USE CAREFULLY AND DO NOT PROCEED WITHOUT UNDERSTANDING YOUR RISKS.

YOUR USE OF THE PLATFORM IS YOUR CONSENT TO THESE TERMS OF USE.

We entered into a license agreement with InvestiFi, Inc. (“InvestiFi”), a technology service provider, to license the InvestiFi technology (“Platform”) to provide connectivity from the FI Platform to various self-directed investment services (each, a “Service” and collectively, the “Services”) that are made available by third parties (“Service Providers”). The Services include trading platform(s) that will allow you as our member to purchase and sell various securities (“Securities”) and/or digital assets and digital currency (“Digital Assets”). Neither we nor InvestiFi offer the Services, or any advice related thereto. Rather, as your Financial Institution, through the Platform, we provide you with a means to access the Services.

YOU UNDERSTAND THAT YOUR ACCOUNT(S) FOR THE SERVICES IS NOT AN ACCOUNT WITH THE FINANCIAL INSTITUTION.

YOU UNDERSTAND THAT YOUR ACCESS TO YOUR ACCOUNT(S) REQUIRES YOUR FINANCIAL INSTITUTION ACCOUNT TO REMAIN OPEN AND IN GOOD STANDING.

FINANCIAL INSTITUTION DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICES. FINANCIAL INSTITUTION IS NOT A BROKER DEALER, TRUST COMPANY OR OTHER LICENSED ENTITY AUTHORIZED TO PROVIDE INVESTMENT ADVICE.

THE SERVICES MAY INVOLVE SIGNIFICANT RISK, SUCH AS PRICE CHANGES, LOSS OF VALUE INCLUDING LOSS OF PRINCIPAL, VOLATILE MARKET CONDITIONS, SECURITY INCIDENTS, HACKING AND CYBERSECURITY RISKS.

THE SERVICES ARE NOT INSURED BY THE NATIONAL CREDIT UNION ADMINISTRATION (“NCUA”), THE FEDERAL DEPOSIT INSURANCE CORPORATION (“FDIC”), OR ANY OTHER GOVERNMENTAL, QUASI-GOVERNMENTAL, REGULATORY OR INDUSTRY-BACKED INSURANCE OR PROTECTION PROGRAM OF ANY KIND.

YOU ENGAGE IN THE SERVICES AND THE PURCHASE AND SALE OF DIGITAL ASSETS AND SECURITIES SOLELY AT YOUR OWN RISK.

DESCRIPTION OF THE PLATFORM

Via our mobile banking application and/or online banking platform (the “FI Platform”), subject to your agreement with InvestiFi to its Terms of Use, you are able to access the Platform and use the Services. Through the Platform, you will have the ability to select one or more Services and establish one or more accounts with one or more Service Providers offering self-directed securities and/or digital asset investment services (each an “Account” and collectively, the “Accounts”).

You further understand that each Service Provider with which you open an Account will require you to agree to additional terms, agreements and disclosures before you may access or use their Services. These are agreements solely between you and the respective Service Provider. Financial Institution is not a party to any of those agreements or to the transactions between you and any Service Provider.

Your Promises. By accessing the Platform, you are making the following promises and representations to us, and our respective affiliates and service providers:

- (1) You have adequately researched the Services,
- (2) You are aware of and are comfortable with the risks involved in the purchase and sale of Digital Assets and/or Securities,
- (3) You understand that we are not responsible for or liable to you for any transactions you make or losses you may incur in connection with the Services,
- (4) You are responsible for all tax implications and liabilities related to the Services,
- (5) You have not received any investment advice from us related to the Digital Assets, Securities or any of the Services,
- (6) All transactions that you initiate by use of the Services are legal in the jurisdiction where you live and/or where the transaction will occur, and do not violate any statute, regulation, rule, regulatory guidance, ordinance, code, judgment, decree, applicable industry code, rule, guideline, policy or other standard enforceable by law, including the rules of a self-regulatory organization, and any official interpretations of any of the foregoing,
- (7) You will not use the Service for any illegal or unlawful transaction, or to facilitate any illegal or unlawful transaction,
- (8) You acknowledge we may receive compensation related to your use of the Services, and
- (9) You acknowledge and agree that your use of the Services may be terminated if we believe your use of the Service poses an undue risk of illegality or unlawfulness.

Access to Your Account(s). You are able to access your Account(s) by logging into the FI Platform. You will designate your Financial Institution deposit account (“Financial Institution Account”) that will be linked to your Account(s). The funds you use to purchase Digital Assets and Securities will be withdrawn from your Financial Institution Account, and proceeds resulting from the sale of Digital Assets and Securities, if any, will be credited back to your Financial Institution Account. The proceeds from certain transactions may not be credited to your Financial

Institution Account until they are received by us, which may not be until the next business day or in some cases longer.

You can only access the Platform and Services through your Financial Institution Account. Closure of your Financial Institution Account for any reason, either by you or us will (i) cause you to lose access to your Account(s), (ii) restrict your trading capabilities as described in your customer agreement with the respective Service Provider, and (iii) require you to either transfer or liquidate investment positions in your Account(s) as described in your customer agreement with the respective Service Provider. You are solely responsible for maintaining your Financial Institution Account in an open and good standing status.

Further, you are solely responsible for the confidentiality and use of your access credentials, and you will immediately inform your Financial Institution if you suspect that your access credentials have been lost or compromised, or if you suspect unauthorized use of your Financial Institution Account. You, and anyone else who has access to your username and password for your Financial Institution Account, will be able to access your Account(s).

This means that any joint account holder who you share your Financial Institution Account with who does not have their own login credentials will have access to any Account you have through the InvestiFi Platform. Additionally, anyone who you share your Financial Institution Account login credentials with will also be able to access your Account(s). Anyone who has such access will be able to buy, sell and trade Digital Assets and/or Securities the same as you. Any individual with access to your Financial Institution Account will be able to view the transactions that result in a withdrawal or a credit to your Financial Institution Account connected to your Account you have through the InvestiFi Platform.

You are responsible for maintaining the security of your Account(s) and your Financial Institution Account, and for preventing unauthorized or fraudulent access to your Account(s). Do not share your usernames, passwords or other information about your Financial Institution Accounts or your Account(s). You should never access your Financial Institution Accounts or any Account(s) while on a public network. To the extent permitted by law, you will be responsible for any and all fraudulent and/or unauthorized activity in your Financial Institution Account and/or Account(s) resulting from your acts or omissions, including any loss of funds, incurred transaction fees, and tax consequences.

By accessing the Platform, you specifically consent to Financial Institution and InvestiFi (as the Financial Institution's service provider) accessing your Financial Institution Account to process the transactions (including debiting and crediting) for your transactions initiated via the Service. You agree to maintain a sufficient balance in your Financial Institution Account to cover your transactions. If you overdraw your Financial Institution Account, if you are not in good standing with Financial Institution for any reason, if you otherwise fail to comply with these Terms of Use or any other terms applicable to the Digital Assets, Securities, related transactions, or Services, or if Financial Institution and/or InvestiFi have any reason to believe that there has been unauthorized use of your accounts or your account credentials, we have the right to deny

you access to the Platform and Services. While your access to your Account(s) is suspended your assets may fluctuate in value. Further, the Service Provider may in accordance with their agreement(s) with you, close your Account if you do not access your Account for a period of time. We are not liable for any loss in value to your assets while you are unable to access your Account(s).

Information Sharing. You agree that we and or InvestiFi on our behalf may share your information with the Service Providers related to providing you the Services. For example, if you change your name with the FI, that name change information may be provided to the Service Providers for updating your Account(s). Additionally, we may use and share your information in accordance with our privacy policy (<https://frankenmuthcu.org/wp-content/uploads/2024/05/Privacy-Policy-May-2024.pdf>). InvestiFi may use and share your information in accordance with InvestiFi's Privacy Policy. Each privacy policy is provided to you separately.

LIMITATION OF LIABILITY. The Service is made available to you solely for your convenience. **THE FINANCIAL INSTITUTION IS NOT LIABLE TO YOU OR ANY THIRD PARTY FOR YOUR TRANSACTIONS, OR YOUR USE OF ANY PORTION OF THE SERVICE.** YOU AGREE THAT THE ENTIRE LIABILITY OF FINANCIAL INSTITUTION IN ANY ACTION BASED IN CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF THE SERVICE SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DAMAGES OR \$100.00, WHICHEVER AMOUNT IS LESS. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE SERVICE (WHETHER OR NOT DUE TO DEFECTS THEREIN). IN NO EVENT WILL WE, BE LIABLE FOR ANY DAMAGES EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

YOUR INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE FINANCIAL INSTITUTION AND OUR AFFILIATES AND SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING SETTLEMENT COSTS AND REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM AND THE SERVICE AND ANY AND ALL LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICE OR THE PLATFORM.

DISCLAIMER OF WARRANTIES. TO THE EXTENT PERMITTED BY LAW, FINANCIAL INSTITUTION AND OUR AFFILIATES AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NEITHER THE FINANCIAL INSTITUTION, NOR OUR AFFILIATES OR SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR WILL MEET YOUR REQUIREMENTS, OR WILL BE PROFITABLE OR WILL BE SUITABLE FOR YOU. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY.

Your Use of the Platform is Your Agreement. Your use of the Platform is your express agreement to these Terms of Use. We reserve the right to change these Terms of Use at any time. We will notify you of such changes as required by law. Your continued use of the Platform constitutes your agreement to any change in these Terms of Use. If at any time you do not agree with these Terms of Use, you must cease using the Platform.

Modification or Termination of the Platform. We reserve the right to modify the scope and functionality of the Platform or terminate connectivity to the Service at any time. If the Platform is terminated by InvestiFi, we cease to make the Service available, or your Financial Institution Account is closed for any reason, your access to your Account(s) and the Services will cease. Do not ignore notices of changes to or termination of the Platform as they may significantly impact your access to and use of the Services and your Account(s). Please refer to your customer agreement with each respective Service Provider for further details. Neither us, nor our affiliates or service providers, will be liable to you for any losses caused by your failure to properly use the Service or any access device.

Entire Agreement for the Services. You agree that these Terms of Use are the complete and exclusive statement of the agreements between us, set forth the entire understanding between us and you with respect to the Service and the portion of the Platform through which the Service is offered, and supersedes any proposal or prior agreement, oral or written, and any other communications among us and you with respect to the Service and the Platform. Notwithstanding the foregoing, these Terms of Use are in addition to the Financial Institution’s membership or account agreement and those covenants and disclosures made therein.

Governing Law and Venue. You agree that the laws of the state of Michigan, without regard to principles of conflict of laws, will govern in the event of any claim or dispute that has arisen or may arise between you and us regarding your use of the Platform. You irrevocably and unconditionally agree that that you will not commence any action, litigation, or proceeding of any kind whatsoever against us any in any forum other than courts residing in Saginaw County, Michigan. You agree that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

No Waiver. Neither us, nor our affiliates or service providers shall be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of their authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Fees. We may receive compensation related to your use of the Platform and/or Services. Any fees charged to you for the Services will be disclosed prior to the applicable transaction.