

Account Aggregation and Financial Wellness Agreement

This Account Aggregation and Financial Wellness Agreement (this "**Agreement**") is a binding agreement between Pacific Service Credit Union ("**Credit Union**" or "**PSCU**") and the member or account holder who consents to the terms of this Agreement ("**You**").

As part of online banking, PSCU makes available a variety of services to help You manage Your finances, including the Financial Wellness and Account Aggregation services (collectively, the "**Services**"). Financial Wellness assists You in understanding Your finances through analysis of Your spending and financial health and planning future expenses. Account Aggregation allows the Credit Union to facilitate the provision of certain data in respect of Your accounts and assets held by Authorized Custodians ("**Personal Data**") and the aggregation of that Personal Data by a third-party service provider engaged by Credit Union ("**Aggregation Vendor**"), to help You view Your accounts and assets with an Authorized Custodian through PSCU online banking services. For purposes of the Account Aggregation service, an "**Authorized Custodian**" is an institution that holds Your accounts and assets.

The parties therefore agree as follows:

1. Effect on Account Agreements. This Agreement supplements the terms of Your Account Agreement and Truth-in-Savings Disclosure and Electronic Funds Transfer Agreement and Disclosure ("**Account Agreement**") and your **Electronic Service Agreement and Disclosure Terms & Conditions** ("**Online Banking Agreement**"). If there is a conflict between the terms of this Agreement and the Online Banking Agreement and/or Account Agreement, the terms of this Agreement will control.

2. The Account Aggregation Service. You are engaging Credit Union to provide Personal Data in an aggregated format ("**Aggregated Data**") to You through the platform supported by Aggregation Vendor, for those accounts and assets held by Authorized Custodians as designated by You (the "**Service**"). Aggregated Data may include, but is not limited to, historical, transaction-level data that is for purposes of reporting and analysis. Your continued use of the Account Aggregation Service will be deemed to constitute Your acceptance of, and consent to, all such terms and conditions herein.

3. The Financial Wellness Service. The Financial Wellness Service provides You with a Spending Analysis tool, Spend Forecast tool, and Financial Health Check-Up tool to help You analyze Your spending and financial health.

3.1 Spending Analysis. The spending analysis tool will attempt to categorize Your transactions by type such as "household maintenance" or "gifts" to assist You in monitoring Your spending. Categories are estimates based on commonly identifiable activities and merchants. Unless a transaction is uncategorized, You may update the assigned category to an established category that more accurately reflects Your spending. PSCU does not guarantee or warrant the accuracy of any category or analysis.

3.2 Spending Forecast. You may use the Spend Forecast tool to estimate future payments and future balances in Your account. Forecasted payments and balances are an estimate based on Your past account activity. Actual payments and accounts balances may vary from these estimates based on Your actual future activity. PSCU does not guarantee or warrant the accuracy of any forecasted payments or estimated future balances. For additional details on the availability of Your funds, please refer to the Account Agreement for further information.

3.3 Financial Health Check-Up. You may use the Financial Health Check-Up tool to perform a high-level analysis of Your overall financial wellness. The assessment uses common indicators relating to individual finances, including emergency savings levels, credit score, and level of insurance to provide an assessment of Your financial wellness. The assessment is an estimate based on information provided to PSCU. There are many factors that play into an individual's actual financial wellness and such factors may not be represented or considered in this Check-Up. As such, PSCU does not guarantee or warrant the accuracy of the Financial Health Check-up.

4. Use and Ownership of Personal and Aggregated Data. Subject to applicable law, You hereby grant to Credit Union and Aggregation Vendor a non-exclusive license to Personal Data for (i) all purposes

necessary and appropriate to provide the Services and perform under this Agreement, (ii) to generate Aggregated Data, (iii) to produce and deliver customized reports and analyses for You in connection with Your accounts if applicable (“**Aggregation Reports**”), and (iv) to provide other products and services You may engage Credit Union to provide (“**Aggregation Enabled Services**”). You agree that: (a) no ownership rights in Aggregated Data will revert to You after termination of this Agreement; (b) Credit Union and Aggregation Vendor may use, modify, display, distribute, and create new material using Aggregated Data in connection with the provision of the Service; (c) You may not copy, reproduce, distribute, or create derivative works from Aggregation Reports or any other content You receive through the Services or Aggregation Enabled Services; (d) Aggregated Data can be accessed and viewed by individuals who support Your relationship with Credit Union and as otherwise required to provide the Services; (e) Credit Union and Aggregation Vendor may use Aggregated Data to help optimize Your personal use of the Services, to understand what other Credit Union tools, features, or functionality may be beneficial to You, and to develop and provide You with other Credit Union products or services; and (f) Credit Union and Aggregation Vendor may use Aggregated Data that does not identify You individually, whether by name or by any other means of personal identification, for their own business purposes without notice to, or consent of, You, without any particular time limit and without the payment of any fees.

5. Your Responsibilities. As a condition to Your use of the Services, You make the following representations and warranties:

5.1. Account Ownership and Authority. You represent and warrant that You: (a) have legal ownership of all accounts and assets at Authorized Custodians that You designate for aggregation by the Service, (b) have full power, right, and authority to authorize and permit Credit Union and Aggregation Vendor to receive the Personal Data and to grant the licenses to that data provided for herein, or has obtained all such required authorizations and permissions, (c) are not subject to any legal or regulatory limitations in respect of Authorized Custodians that would limit or restrict the Services' ability to request and receive Personal Data, and (d) have all such rights in, and licenses to, the information contained in Personal Data as may be required in order to permit You to grant to Credit Union the licenses granted hereunder, or have obtained such rights and licenses as are necessary for purposes of this Agreement.

5.2. Provision of Accurate Information. You agree to provide the Services with accurate and complete information about Your identity and Your accounts, including those that You designate for aggregation by the Service, and to maintain that information to keep it accurate and complete.

5.3. Your Authorization. You agree, at the request of the Services, to execute, acknowledge, deliver, file, record, and publish any necessary authorizations on Your behalf with each Authorized Custodian directing Personal Data to be transmitted to Credit Union and Aggregation Vendor and such other agreements, and to perform any other acts as may be required to enable the transmission of Personal Data to Credit Union and Aggregation Vendor, or as may otherwise be deemed necessary or desirable to carry out the intent and purposes of this Agreement and to perfect more fully the rights and licenses granted to Credit Union and Aggregation Vendor or other Credit Union service providers hereunder. No authorizations will give Credit Union, or our service providers including Aggregation Vendor, the ability to withdraw funds, make payments, or otherwise effect transactions in Your accounts on Your behalf.

5.4. Your Validation. You shall independently validate Aggregated Data or other information you provide PSCU and our service providers and periodically confirm the accuracy of that data through sources independent of the Services and/or Credit Union. If You determine that data is inaccurate, incomplete, or otherwise contains misinformation, You agree to promptly contact Credit Union and/or the relevant service provider and/or Authorized Custodian and resolve the issue.

5.5. Unlawful or Prohibited Use. You will only use the Services, all related information, Aggregation Reports, or Aggregation Enabled Services for lawful purposes and not for commercial purposes, in violation of any applicable law or regulation, or in any other manner that, expressly or implicitly, violates the terms of this Agreement or any other agreements to which You or Your accounts are subject.

6. Limited Power of Attorney. You authorize each of Credit Union and our service providers, including Aggregation Vendor, to (a) provide authorizations on Your behalf with an Authorized Custodian to the extent You do not do so directly, (b) request Personal Data pursuant to those authorizations, and (c) utilize the transmitted Personal Data to create Aggregated Data as may be required to provide the Services,

Aggregation Reports, and Aggregation Enabled Services. You hereby grant Credit Union and Aggregation Vendor a limited power of attorney and appoint Credit Union and Aggregation Vendor as Your true and lawful attorneys-in-fact and agents, each with authority to act independently or jointly, as Your true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for You and in Your name, place, and stead, in any and all capacities, to enter into agreements with Authorized Custodians, request Personal Data, and use Personal Data, all as described in the preceding sentence and notwithstanding any privacy commitments previously made to You, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as You might or could do in person. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT WHEN CREDIT UNION OR AGGREGATION VENDOR IS PROVIDING SUCH AUTHORIZATIONS, AND REQUESTING INFORMATION FROM, AUTHORIZED CUSTODIANS, CREDIT UNION OR AGGREGATION VENDOR, AS APPLICABLE, IS ACTING AS YOUR AGENT AND NOT THE AGENT OF OR ON BEHALF OF THE AUTHORIZED CUSTODIAN. You hereby agree that each Authorized Custodian shall be entitled to rely on the foregoing authorizations, agency appointment, and limited power-of-attorney granted by You to Credit Union and Aggregation Vendor for all purposes hereunder. You understand that Authorized Custodians are not involved in providing the Service and do not endorse or sponsor the Service, nor does the Credit Union endorse or recommend the services of any Authorized Custodian.

7. Warranty Disclaimers. You expressly understand and acknowledge the following warranty disclaimers regarding the Services: (a) the Service and all information, content, products, and services (including those of Aggregation Vendor) provided in connection therewith is at Your sole risk; (b) Aggregated Data will be effective as of the most recent Personal Data transmitted from the Authorized Custodian and may not be accurate if that transmission was not successfully completed or the information from the Authorized Custodian is otherwise inaccurate or current; (c) the Services are provided "as is" and "as available" for informational purposes only as a convenience to You, and is not intended for trading or transactional purposes or to replace official records and statements regarding Your assets and accounts; (d) You are responsible for making all financial decisions based on the information provided by the Service, which decisions will not be initiated or intermediated by or through the Services; (e) Credit Union is not acting as Your administrative or investment fiduciary, or giving legal, tax, or financial advice, in providing the Services; (f) Credit Union will rely on the information You provide including information regarding Authorized Accounts, without further verification or validation; (g) Credit Union expressly disclaims all warranties of any kind as to the Services and all information, products, services, and content (including those of Aggregation Vendor) provided in connection with the Services, either express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, functionality, title, and non-infringement, and any warranties implied by any course of dealing, course of performance, or usage of trade, and specifically disclaims any and all implied warranties; (h) Credit Union makes no warranty that the Services will (i) meet Your requirements, (ii) be uninterrupted, timely, secure, error- or defect-free, (iii) operate in a combination with any hardware, software, system, data, product, or service, (iv) collect Personal Data and generate Aggregation Reports that are accurate, complete, or reliable, (v) provide information or content that meets Your needs or expectations, (vi) be able to request and aggregate Your accounts and assets held at all of Your custodians, and (vii) provide content that is free of viruses, malware, errors, or other harmful components; (i) Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, delivery failure, or failure to store any information, Personal Data or communications with You pursuant to this Agreement, nor does it assume responsibility for any information communicated by You to Credit Union; (j) Credit Union may not correct any errors in the Services, Aggregation Reports, or Aggregation Enabled Services; (k) no advice or information, whether oral or written, obtained by You from Credit Union or related to the Services will create any warranty not expressly stated in this Agreement; (l) Credit Union makes no warranty as to the reliability, timeliness, quality, suitability, availability, accuracy, comprehensiveness, completeness, correctness, copyright clearance, legality, or decency of any Services content; and (m) any information or content provided to You in connection with the Services is provided at Your own discretion and risk. In addition, no information, whether oral or written, obtained by You from the Services will create any warranty not expressly stated in this Agreement. The foregoing warranty disclaimers will apply to You notwithstanding anything to the contrary in this Agreement but subject to applicable law that does not allow the exclusion of certain warranties.

8. Limitation of Liability. To the maximum extent allowed by law, neither Credit Union nor any of its respective third-party service providers (including Aggregation Vendor), directors, officers, employees, representatives, and agents (collectively, "**Service Providers**") will be liable to You or any third party for

any damages, claims, or losses (including indirect, incidental, special, compensatory, consequential, or exemplary damages), whether based in contract, tort (including negligence), product liability, or otherwise, and even if Credit Union has been advised of the possibility of such damages, claims, or losses and/or a remedy set forth herein is found to have failed of its essential purpose, which are incurred as a result of: (a) the provision of the Services to You or inability to provide the Services for any period; (b) the cost of procuring substitute goods and services resulting from any products, information, content, or services purchased or obtained or transactions entered into, through or from the Services; (c) unauthorized access to or alteration of Personal Data or other information transmitted through the Services; (d) any inaccuracy, incompleteness, or misinformation contained in the information provided by You to the Services; (e) statements or conduct of anyone concerning the Services; (f) the Services' receipt or inability to receive Personal Data from any Authorized Custodian; (g) any act, omission, performance, or non-performance of Credit Union, our service providers, Aggregation Provider, or any Authorized Custodian; (h) any modification, interruption, or discontinuation of the Services; (i) errors, inaccuracies, or delays in Personal Data or Aggregated Data, or any actions taken by You in reliance thereon; (j) delay, interruption, or failure to perform any obligations hereunder due to circumstances beyond that person's reasonable control (including acts of God, strikes, riots, acts of war, power outages, computer viruses, maintenance activities, system or telecommunication failures, fires, floods, earthquakes, extreme weather, or changes in governmental regulations); (k) theft, misuse, corruption, contamination, loss, or unauthorized release or receipt of Personal Data or Aggregated Data; (l) any charges imposed by Authorized Custodians or other service providers; (m) delivery failures for notices to You; (n) any trading losses, loss of profits, goodwill, use, data, business interruption, loss of privacy, or other losses or damages of any kind arising from or related to Your use of, or inability to use, the Services; or (o) any other matter arising from or related to the Services or Your use of Aggregation Reports or Aggregation Enabled Services. To the extent permitted under applicable law, in no event will Credit Union be liable to You for direct damages caused by Credit Union in excess of \$100.00; this limited remedy is agreed to by You and survives a failure of its essential purpose.

9. Indemnification. To the maximum extent allowed by law, You agree to defend, indemnify, hold harmless, and fully compensate the Service Providers from any and all third-party actions, claims, liability, damages, losses, expenses, and costs (including, but not limited to, attorneys' and expert witness fees and expenses and all costs of investigation) ("**Costs**") caused by or arising from (a) Credit Union's provision of the Services to You, (b) Your acts or omissions, (c) Your breach of this Agreement or the Account Agreements, (d) Your fraud, manipulation, or other legal violation, or (e) Your infringement or violation of any property or other right of any third party unless it has been finally determined that those Costs are attributable to a Service Provider's gross negligence or intentional misconduct.

10. Aggregation Vendor. Aggregation Vendor is a third-party service provider engaged by Credit Union to provide certain aspects of the Services, acting pursuant to an agreement with Credit Union. You understand and acknowledge that (a) in order to provide the Services, Credit Union and Authorized Custodians need to share Personal Data with Aggregation Vendor and You may need to access a portal and/or other websites or content provided by Aggregation Vendor and (b) You have no direct contractual relationship with Aggregation Vendor under this Agreement and may not enforce contractual remedies against Aggregation Vendor to the extent it has failed to perform as required. Notwithstanding anything to the contrary contained herein, You agree that Credit Union may remove or replace Aggregation Vendor, including by directly assuming Aggregation Vendor's responsibilities hereunder, at any time, and without prior notice to You. Upon request by Credit Union, You agree to take actions as may be necessary to give effect to any removal or replacement of Aggregation Vendor.

11. Authorized Custodians. Credit Union may add or remove Authorized Custodians at any time for any reason and has no obligation to provide notice to You of any such change. You agree, upon request by Credit Union or Aggregation Vendor, to take those actions necessary to terminate outstanding authorizations, enter into new authorization, or otherwise give effect to the addition or removal of Authorized Custodians. You understand and acknowledge that the financial institutions that control Your accounts and assets may not be Authorized Custodians and therefore may be incompatible with the Services.

12. Intellectual Property Rights. You acknowledge and agree that: (a) other than Your electronic records stored by the Services, all content included in or available through the Services is the property of Credit Union and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights; (b) the compilation of all content on the Services is the exclusive property of Credit Union and/or its

licensors and is protected by copyright or other intellectual property rights; (c) the trademarks, logos, and service marks displayed on the Services (collectively, "**Trademarks**") are the registered and unregistered trademarks of Credit Union or third parties, and may not be copied, altered, modified, or changed; and (d) nothing contained on the Services should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Credit Union or the third party which has rights to such Trademark, as appropriate.

13. Term; Termination. This Agreement will be effective on the date executed by You and will terminate on the date this Agreement is terminated by either party in writing or according to its terms. Either party can terminate this Agreement with notice to the other for any reason at any time on at least 10 calendar days' prior notice to the other. Your failure to terminate this Agreement after an amendment by Credit Union will be deemed to constitute Your acceptance of, and agreement to be bound by, the Agreement, as amended. You can request the most current version of this Agreement by giving notice to Credit Union. Notwithstanding anything to the contrary herein, this Agreement will terminate automatically (a) if Your Account Agreements terminate for any reason, (b) if You cease to be a Credit Union member, or (c) following the transfer of assets to Credit Union when the Services are used solely in connection with the transfer of assets to Credit Union. Termination of this Agreement will not (i) result in the termination of Your Account Agreements. After termination of this Agreement, Your access to the Services will cease and You may be required to take action to terminate any authorization remaining in effect. Credit Union reserves the right to change or discontinue the Services, temporarily or permanently, at any time, and/or terminate this Agreement.

14.1 Exclusive Agreement. This Agreement, together with the Account Agreements represents the complete and exclusive agreement between Credit Union and You regarding the Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. This Agreement, as it may be amended from time by PSCU according to its terms, will prevail over any subsequent oral communications between the parties.

14.2 Admissibility. A printed version of this Agreement and of any Notice hereto shall be admissible in judicial, administrative, arbitration, or other proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14.3 Severability. If any provision (or portion of a provision) of this Agreement is held to be invalid or otherwise unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with the other provisions remaining in full force and effect.

14.4 Counterparts; Electronic Copies. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one instrument. Electronic copies of signature pages hereto will have the same binding force and effect as original copies.

14.5 Third-Party Beneficiaries. No party intends for this Agreement to benefit any third party not expressly identified or described herein, but the parties acknowledge that this Agreement is intended to benefit those third parties who are so identified or described as fully as if those third parties were parties to this Agreement. Without

limiting the generality of the foregoing, Aggregation Vendor may rely upon Your grant of a license under this Agreement and the authorization and grant of a limited power of attorney under this Agreement, and Service Providers may rely upon the disclaimer of warranties, limitation of liability, and indemnity under this Agreement, and those persons are, for the purposes of those sections, third-party beneficiaries to this Agreement, entitled to the benefits of and to enforce the rights and protections provided by those Sections as fully as if those persons were parties to this agreement.

14.6 Notices. Any notice, consent, approval, request, or other communication that a party to this Agreement may desire or be required to give hereunder to the other party hereto (shall be in writing and shall be deemed to have been properly given or served if sent by electronic mail, in each case, to the e-mail address provided on the signature page hereto. Any party may designate another e-mail address for notice hereunder by a notice given pursuant to this Section.

14.7 **Amendment.** Credit Union may amend this Agreement (an "**Amendment**") upon notice to You. Your continued use of the Service following an Amendment will be deemed to constitute Your express consent to the Amendment. Any other amendment to this Agreement will require the written agreement (which may be electronic) of the parties.

14.8 **Waiver.** Credit Union will not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Credit Union. No delay or omission by Credit Union in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by Credit Union on one occasion will not be construed as a waiver of any rights or remedies by Credit Union on future occasions.

14.9 **Dispute Resolution; Governing Law.** The parties hereby agree that any dispute concerning this Agreement, or the Service will be resolved in accordance with the procedures contained in the Account Agreements and that the governing law provisions of the Account Agreements will apply with equal force to this Agreement.

14.10 **Survival.** If this Agreement terminates for any reason, the provisions of Sections 1, 4, 5, 7,8, 9, 12, as well as the provisions of this Section 14 will survive.