

# AGENT CONNECT DESKTOP SHARING SERVICE AGREEMENT

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This Agreement describes your rights and obligations as a user of our Agent Connect Desktop Sharing Service (“Service”). It also describes the rights and obligations of Citizens Community Federal National Association. Please read this Agreement carefully. By using this Service, you agree to comply with its terms and conditions.

## General Terms

**Relationship to Other Agreements.** Your use of a Service may also be affected by your deposit Account agreements or your loan agreement with us. Using a Service does not change the agreements you already have with us, and you are still subject to the terms and conditions we gave you when you opened your Accounts (deposits and loans). In the event of a conflict between those Account agreements and this Agreement, the terms of your applicable Account agreement will prevail unless this Agreement specifically addresses the issue.

**Governing Law.** This Agreement is governed by the State of Wisconsin and applicable federal law. This Agreement includes an arbitration provision for smaller claims. See Disputes, Exclusions and Limits of Liability.

**Third Parties.** You understand that support and services related to this Service is provided by third parties (“Service Providers”) other than us, and you authorize us to contract with third parties to provide such support and service.

**Definitions.** In this Agreement, “Service” refers to any Online or Mobile service or function available through our website or mobile app. The following definitions apply in this Agreement:

- “Account” means your deposit and loan accounts with us, including but not limited to checking, savings, money market, certificate of deposit, home equity line of credit and certain other loan products. Account does not include credit cards if the creditor, issuer, and service provider of the credit card is Élan Financial Services.
- “We, “us,” or “our” refer to Citizens Community Federal National Association.
- “You” and “your” means each Account holder, depositor or party authorized to access a deposit Account or borrower on a loan Account accessible through a Service.

**Modifications to this Agreement.** We may amend (add, modify, or delete) the terms and conditions of this Agreement from time to time by presenting them to you at your Service connection after the effective date. Any use of a Service after the amended Agreement has been provided will constitute your agreement to such amendments and revisions.

**Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

**Computer, Mobile Device and Software.** You are required to ensure any computer and browser software, or Mobile Device used for accessing a Service meets the minimum requirements. We require your browser software to operate with a minimum of 128-bit encryption. The system will work with many browsers available on the market today but works best when using Google Chrome, Firefox, Safari, or Microsoft Edge.

We make no representations or warranties regarding the accuracy, functionality, or performance of any third-party software that may be used in connection with this Service.

You are responsible for the installation, maintenance, and operation of your computer, Mobile Device, or your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your computer, Mobile Device, or your software correctly. We are not responsible for errors or failures from any malfunction of your computer, Mobile Device, or your software. We are not responsible for any computer virus-related problems or other defects including the risk of all misdirected communications that may be associated with the use of the Services. WE MAKE NO WARRANTY TO YOU REGARDING THE COMBATIBILITY OF THE ONLINE SYSTEM OR THE MOBILE SERVICES WITH YOUR COMPUTER, MOBILE DEVICE, OR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in your activities related to your use of the Services, regardless of the purpose of the use, and for all communications you send through a Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find

in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate a copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate a viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of a robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

### **Agent Connect Desktop Sharing**

**Desktop Sharing.** You agree and understand that through the Service, we and our Client Support Specialists (CSS) can view your screen/desktop with you to assist with your online banking questions. You may end your current use of the Service at any time by clicking on the X in the Desktop Sharing frame.

**Authority and Capacity.** You represent, warrant and covenant that you: (i) are a legal resident of the fifty (50) United States or the District of Columbia, (ii) are at least 18 years old and have every right to contract in your own name, and (iii) have the power, authority, and capacity to agree to these Terms and Conditions.

By using the Service, you signify you meet all the foregoing criteria, and agree any action taken by you on the Service shall be deemed an action taken on your own behalf and/or, to the extent you are accessing the Service for your business, you represent, warrant, and covenant that you have the power, authority, and capacity to act on behalf of your business and that your actions are, and shall be deemed to be, authorized actions on behalf of such business.

**Use of Service.** You agree to only use the Service with the interfaces and servers provided on or through the Service. You agree to only use the Service in accordance with this Agreement and applicable laws and regulations. You agree not to use the Service to the extent that doing so would result in your breach of an obligation to a third party (e.g. your employer prohibits use of such a service on its equipment or through its network). You agree that any information you provide to us during or through your use of the Service will be true, accurate, current, and complete at the time you provide it, and that you will update such information to keep it true, accurate, current, and complete. We are under no obligation to validate any information that you provide while using the Service.

**Violation of Agreement.** We may suspend or discontinue the Service at any time in our sole discretion. We have the right to interrupt or restrict use or access to the Service, without notice to you, if we suspect fraudulent or abusive activity. In addition to any provision in the Terms and Conditions of Your Account Agreement, you shall cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe.

If we have reason to believe you have violated this Agreement or any applicable law or regulation, we may refuse you access, or suspend or terminate your access, to the Service or any of its resources without notice and/or take other remedial actions.

**Unauthorized Access/Use and Fraud Investigations.** To the extent your use of the Service requires a username, password or other account information or credentials for access, you are solely responsible for all activity occurring under those credentials and are prohibited from sharing or disclosing them. Therefore, you are solely responsible for safeguarding your access credentials at all times. You should log out of your account at the end of each usage session. You may not impersonate others and you must not allow others to impersonate you or others, or otherwise use your credentials to gain access to the Service and/or your account.

You must promptly notify us of any unauthorized use of the Service with your information or credentials or any other breach of security you become aware of involving or relating to this Service. Failure to cooperate will result in your liability for all fraudulent usage.

**Privacy and User Information.** You acknowledge that in connection with your use of the Service, Citizens Community Federal National Association and its affiliates and Service Providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the

service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with the Service or the software (collectively "User Information"). Citizens Community Federal National Association and its affiliates and Service Providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Service, perform analytics to improve the Service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Citizens Community Federal National Association and its affiliates and Service Providers also reserve the right to monitor use of Mobile Banking and the software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

### **Disputes, Exclusions and Limits of Liability**

**Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

**Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief shall resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. The party initiating such arbitration shall do so through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state, and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION. BOTH PARTIES AGREE TO

WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

**Indemnification.** Except for our gross negligence or willful misconduct or unless otherwise prohibited by law, you shall defend, indemnify and hold Citizens Community Federal National Association and its directors, officers, employees, Service Providers, successors and assigns harmless against and in respect to any and all loss, liability, expense and damage, directly or indirectly resulting from: (a) the processing of any instruction received by us through a Service; (b) your breach of the provisions of this Agreement; (c) any request for stop payment; (d) any dispute between you and a third party in connection with the use of a Service; (e) any misuse of a Service by you; (g) any misuse of confidential information or improper methods of storage or disposal of checks; (h) the failure of you to comply with applicable Law; (i) any act or omission of ours that is in accordance with this Agreement or instructions from you; (j) actions by third parties, such as the introduction of a virus, that delays, alters, or corrupts the transmission of funds; and (k) any and all actions, causes of action, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing.

**Force Majeure.** Under no circumstances will we be responsible for liability, loss or damages resulting from delay in performance of or failure to perform in connection with a Service which is caused by interruption of telephone, telefacsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, natural disaster or other catastrophe, pandemics or other health emergencies, acts or failure to act by you or any third party, strikes or lockouts, emergency conditions, riots, war, events of terrorism, acts of government or other circumstances which are unavoidable or beyond our control. We will not be liable for failure to perform any of our obligations in connection with a Service if such performance would result in our being in breach of a law, regulation, or requirement of any governmental authority.

**Exclusion of Liability and Warranties.** The Services make use of a private network, intended for authorized users only. We have confidence in the security measures we employ; however, this is not an invitation for individuals to attempt unauthorized access. BY USING A SERVICE, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY THEREFORE, CITIZENS COMMUNITY FEDERAL NATIONAL ASSOCIATION AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, OF A SERVICE, AND CITIZENS

COMMUNITY FEDERAL NATIONAL ASSOCIATION FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.