

TABLE OF CONTENTS

- 1. MODIFICATION OF THE USER TERMS 2
- 2. PRIVACY POLICY 3
- 3. LIMITATIONS OF BIOMETRIC AUTHENTICATION 3
- 4. YOUR REPRESENTATIONS 3
- 5. PROHIBITED USE 4
- 6. INTERNATIONAL USERS..... 5
- 7. MONITORING & REPORTING MISCONDUCT 5
- 8. CHANGES TO SERVICES..... 5
- 9. MOBILE BIOMETRICS APPLICATION LICENSE & RETENTION PERIOD 6
- 10. INACCURACIES OR ERRORS..... 6
- 11. LIMITED LICENSE TO DISTRIBUTE CONTENT 6
- 12. THIRD-PARTY PROPRIETARY INFORMATION CONSENT 7
- 13. YOUR REPORTS AND FEEDBACK 7
- 14. SECURITY..... 7
- 15. COMMUNICATIONS..... 7
- 16. INTELLECTUAL PROPERTY RIGHTS. 7
- 17. THIRD PARTY TRADEMARKS..... 8
- 18. WARRANTY. 8
- 19. LIABILITY..... 8
- 20. THIRD PARTY PRODUCTS. 9
- 21. LINKED SITES..... 9
- 22. TECHNICAL SUPPORT..... 9
- 23. MISCELLANEOUS..... 9
- 24. NOTICES..... 10
- 25. LAW AND JURISDICTION..... 11
- PRIVACY NOTICE..... 11
 - 1. ABOUT CU*ANSWERS AND THIS NOTICE..... 11
 - 2. SCOPE OF THIS PRIVACY NOTICE..... 11
 - 3. DATA SUBMISSION AND CONSENT..... 11
 - 4. DEFINITIONS..... 11
 - 5. COLLECTION AND USE OF INFORMATION..... 12
 - 6. LEGAL BASIS 14
 - 7. CONTROLLER OBLIGATIONS..... 14

8. RETENTION.....	14
9. CHILDREN'S PRIVACY.	15
10. CONTACT US.....	15

DAON LICENSING AGREEMENT

[CREDIT UNION]

Effective Date: [DATE]

These user terms of service, which include the Privacy Notice set out below in Part B (the "User Terms"), govern your access and use of IdentityX Software (the "Services"). The Services are offered to you conditioned upon your acceptance of these User Terms. You agree that the User Terms constitute an agreement between CU*Answers ("Company", "us", or "we") and you or the entity you represent ("you" or "your"), and the User Terms will take effect when you use any of our Services or click an "I Accept" button or check box presented to you with these User Terms ("Your Effective Date"). You represent to us that you are lawfully able to enter into the User Terms, and, if you are entering into these User Terms for an entity, you represent to us that you have legal authority to bind that entity.

BY AGREEING TO THESE TERMS, YOU AGREE TO ARBITRATE ANY DISPUTES BETWEEN YOU AND US, WAIVING YOUR RIGHT TO A JURY, AS SET FORTH IN PARAGRAPH 23(C) BELOW. YOU FURTHER AGREE THAT THESE USER TERMS ARE PRESENTED WITHOUT WARRANTY.

This is an agreement between you, the user of this Software and the Licensee. By clicking the "Accept" button and/or using the Software, you accept these User Terms.

You have enrolled to use the Services. The Services may be presented to you under a different brand identity (e.g., "MACO"). The Services utilize, and include, both the IdentityX software downloaded to mobile devices, including, without limitation, the IdentityX Authenticator App, and to the software resident on backend servers (collectively, the "Software"). This includes, without limitation, software, including the object code and/or source code, functionality, concept, processes, internal structure, design, external elements, user interface, technology and documentation.

In order to use the Software, you must download the IdentityX Authenticator App on your mobile device. Acceptance of the User Terms is a precondition to downloading the IdentityX Authenticator App and use of the Services.

1. MODIFICATION OF THE USER TERMS

These User Terms are subject to change at any time and in the Company's sole discretion. The new revised version of the User Terms will be posted on this page or otherwise provided with notice to you. The modified User Terms will become effective upon such posting or, if we notify

you by email, then upon sending such email message. Your use of the Services after such changes are implemented constitutes your acknowledgement and acceptance of the changes, and your agreement to be bound by the modified User Terms. Please consult these User Terms regularly to monitor for modifications. The date of last modification appears at the top of these User Terms.

2. PRIVACY POLICY

You agree that the Privacy Notice (as may be updated from time to time) governs any collection, use, and disclosure of your personal information. We will not make any changes that reduce your rights under the Privacy Notice without your explicit consent.

3. LIMITATIONS OF BIOMETRIC AUTHENTICATION

While biometric authentication provides you with greater security, you acknowledge that no security safeguard is infallible or, by itself, constitutes a comprehensive security solution. Even though you may be using biometric authentication, there is still a chance that your account may experience a security incident or breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, your account information. Such an incident or breach could result in your biometric data being compromised (e.g., mimicking or copying your biometric data).

Biometric technology is probabilistic, meaning that false matches and false non-matches can occur. The occurrence of such false matches, false non-matches, or other such products of probabilistic reasoning do not constitute product defects or breaches of these User Terms.

4. YOUR REPRESENTATIONS

In addition to any other representations and warranties contained in these User Terms, you agree that you have the authority, under the laws of the jurisdiction in which you reside, to make the following representations:

- You are sixteen (16) years of age or older, or have obtained legal authorization from your parent or legal guardian;
- You agree to keep the information on your account up-to-date, accurate, and complete, and, unless explicitly permitted, you will only create one (1) account;
- You understand that any security measure is not 100% impenetrable, including biometric authentication;
- Any biometric data you provide to us or to any of our third-party service providers is either your biometric data or the biometric data of a person for whom you are the legal guardian of or have obtained legal authorization from;
- The information you provide to us and any of our third-party service providers is complete, accurate, and up-to-date;
- If you are not a United States ("U.S.") resident, you confirm that the access to or use of our Services is not a violation of any export or import ban, or similar restriction in the country in which you reside; and
- You waive your right to any commercial products or research that is developed by us and/or any of our third-party collaborators.

5. PROHIBITED USE

In addition to any other representations and warranties contained in these User Terms and as a condition of your use of our Services, you represent and warrant that you will not use the Software to:

- Monitor, gather or copy any user information, content or material on the Services, without our prior written permission, on a manual or automated basis, including, but not limited to, by using any robot, "bot," spider, crawler, spyware, scraper, harvesting bots, engine, device, software, extraction tool or any other automatic device, utility or manual process of any kind;
- Frame or utilize framing techniques to enclose any trademark or other proprietary information (including, without limitation, any images, text or page layout);
- Seek to attempt to exploit or harm minors in any way;
- Engage in any activity or conduct that is unlawful, offensive, obscene, threatening, harassing, abusive, misleading, malicious, discriminatory, or that violates the terms, conditions, or notices of these User Terms, or any right of any third party;
- Violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding online conduct, acceptable content, or the export of data or software to and from the U.S. or other countries);
- Attempt to circumvent the security systems of the Services in a manner not foreseen, agreed or expected (for example, attempted spoofing and similar is expected, as is testing of the biometric security such as liveness);
- Solicit login information or access an account belonging to someone else without their prior authorization;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, materials, other accounts, computer systems or networks connected to any CU*Answers server;
- Attempt to use the Services for any purposes other than those intended by CU*Answers, as determined by CU*Answers in its sole discretion;
- Attempt to probe, scan, or test the vulnerability of any of CU*Answers' system or network in a manner not foreseen or expected (see examples set out directly above);
- Use fake biometrics (including, but not limited to, presentation of pictures in printed or screen display form, use of masks, etc.) unless explicit permission has been granted by CU*Answers;
- Upload or submit any data or information that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment;
- Access, tamper with, or use non-public areas of the Services, CU*Answers' computer systems, or the technical delivery system of CU*Answers' third-party service providers;

- Engage in any activity or conduct through or in connection with the Services that restricts, inhibits, or interferes with anyone's access to or use of the Services, the proper operation of the Services, or, as determined by us, would harm CU*Answers or users of CU*Answers' Services or expose them to liability;
- Transmit, or procure sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- Impersonate or attempt to impersonate CU*Answers, a CU*Answers employee, another user, or any other person or entity, including, without limitation, by using email addresses or usernames associated with any of the foregoing; and,
- Otherwise attempt to interfere with the proper working of the Services.

6. INTERNATIONAL USERS

The software, technology, and other information made available through our Services are subject to United States export controls and, potentially, the export and import laws of your jurisdiction.

No software, technology or other information from our Services may be downloaded or otherwise exported or re-exported to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders, or as otherwise prohibited by United States export control laws. You represent and warrant that you are not on any such list or located in, under the control of, or a national or resident of any such country.

Where legally permissible, CU*Answers may store, use, transfer, and otherwise process your personal information in countries outside of the country of your residence, which may have different data protection rules. CU*Answers will not transfer personal information outside the EEA to a third country or international organization that does not provide an adequate level of data protection, without your explicit consent.

7. MONITORING & REPORTING MISCONDUCT

CU*Answers shall have the right to monitor use of the Services to determine compliance with these User Terms. In the event of a violation of the User Terms, CU*Answers, at its sole discretion and without notice, has the right to suspend or terminate part of or the entirety of your account on a temporary or permanent basis.

If you have any knowledge of or suspicions that an individual is acting or has acted inappropriately or in violation of our User Terms, you should report your suspicions to CU*Answers by contacting us at web_services@cuanswers.com. If the misconduct is against the law or may be violating the law, you should report the person to the appropriate authorities, and only then to CU*Answers. You understand and agree that reporting any misconduct to CU*Answers does not obligate CU*Answers to take any action beyond what is required by law or cause to incur any liability to you or others.

8. CHANGES TO SERVICES

CU*Answers, at its sole discretion and without notice, reserves the right to amend or withdraw the Services at any time, including any services or materials provided on or through the Services, on a temporary or permanent basis. CU*Answers and its third-party service providers may charge a fee for any different or additional products, features, or services not included in your initial purchase. Your initial use does not entitle you to any different or additional products, features, or

services that CU*Answers may offer. You acknowledge and agree that we are not liable if for any reason any part of our Services is unavailable at any time or for any period.

9. MOBILE BIOMETRICS APPLICATION LICENSE & RETENTION PERIOD

Typically, CU*Answers' demonstration applications, which are part of the Services, are provided at no cost for as long as you continue to use it. In accordance with our Privacy Notice, **we will retain your information for a period of six (6) months after the date of your last use of the demonstration application**, unless the applicable law requires a shorter retention period. In the event the applicable law requires destruction of your information at a certain time, we will comply with the applicable law.

10. INACCURACIES OR ERRORS

You assume all risks concerning the suitability and accuracy of the information within the Services. CU*Answers cannot guarantee that the descriptions, functionality, prices, availability, pictures, and other representations of the Services or Content are error-free, accurate, or up-to-date.

11. LIMITED LICENSE TO DISTRIBUTE CONTENT

All material included on or through the Services, and any other Services owned, operated, licensed, or controlled by CU*Answers, such as documentation, text, graphics, logos, images, photographs, audio clips, digital downloads, data compilations, and software (the "Content"), is the property of CU*Answers and/or its third-party licensors and is protected by United States and international intellectual property laws. Modification or use of the Content except as expressly provided in these User Terms violates CU*Answers' intellectual property rights.

The Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of CU*Answers, except that:

You may download, print, distribute, and use pages from the Services free of charge for your own informational, non-commercial purposes only;

Any Content from the Services must not alter the original Services Content, including, but not limited to, the presentment of the Content;

You may link to the services provided by third parties as long as the link does not falsely imply or suggest that CU*Answers has endorsed or is affiliated with the linked third parties; and

You include or retain the following attribution on any materials you may distribute: CU*Answers. All Rights Reserved.

The Content and Services may be updated or changed at any time without prior notice. In addition, if CU*Answers becomes aware that you are copying, modifying or distributing the Content or the Services other than for the permitted uses of the Services, CU*Answers reserves the right to revoke your right to these permitted uses.

If you are unsure whether your use is permitted, please send a request with your proposed use to web_services@cuanswers.com so that we may evaluate your proposed use of CU*Answers' Services Content.

12. THIRD-PARTY PROPRIETARY INFORMATION CONSENT

If you wish to use material contained on the Services other than for your individual review and individual educational purposes, and the copyright ownership of such material is held by a third party, then you must secure the permission of such third party in order to use such material.

13. YOUR REPORTS AND FEEDBACK

Any of your feedback, comments, reports ("Reports"), or suggestions (collectively, "Feedback") directed at or provided to CU*Answers are the sole and exclusive property of CU*Answers, excluding your personal information as defined by the jurisdiction in which you reside.

After accessing or using certain Services, CU*Answers may request that you provide a Report describing any findings and issues encountered during your access or use of the Services.

You hereby irrevocably assign to CU*Answers any and all of your rights, title, and interest in any and all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. Upon our request and expense, you agree to execute documents and take further actions as CU*Answers may reasonably request to assist CU*Answers in acquiring, perfecting, and maintaining its intellectual property rights and other legal protections in the Feedback.

14. SECURITY

CU*Answers has implemented physical, technical, and administrative safeguards against unauthorized disclosure or access to your personal information. However, you agree that security safeguards, by their nature, are capable of circumvention and CU*Answers does not and cannot guarantee that personal information about you will not be accessed by unauthorized persons capable of overcoming such safeguards.

You are solely responsible for the activities under your account and for keeping any password (if applicable) confidential. Please notify us immediately at web_services@cuanswers.com if you believe there has been unauthorized access or activity under your account, or if your account information is lost or stolen. You cannot and will not hold CU*Answers liable for any loss or damage arising out of your failure to comply with these User Terms.

You cannot and will not hold CU*Answers liable for any loss or damage arising out of your failure to comply with these User Terms.

15. COMMUNICATIONS

In order to provide our Services to you, we may need to communicate with you. Typically, our communications are emails about Services-related matters. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email or on the Services, satisfy any legal requirements. Where required by EU data protection law, we will request that you provide your consent in a separate form when we collect your personal information for communications.

16. INTELLECTUAL PROPERTY RIGHTS.

All data, including images, that you receive through the Services is proprietary information protected by trade dress, copyright, patent, trademark, and various other intellectual property rights and unfair competition laws, whether registered or not, unless noted, and may not be used

except as provided in these User Terms or with the written permission of CU*Answers and its licensors. Any use of the Services or Content that is not expressly permitted by these User Terms will be considered a violation of the User Terms and may violate intellectual property laws.

CU*Answers and its licensors own all legal right, title, and interest in and to the Services and its entire contents, features, and functionality, including any intellectual property rights which subsist in the Services or content, whether those rights happen to be registered or not, and wherever in the world those rights may exist. Except as described in the Section entitled "Limited License to Distribute Content," or unless you have expressly agreed otherwise in writing with CU*Answers, nothing in the User Terms or the Services or any Content grants you or anyone a license to any CU*Answers trademark, copyrights or other intellectual property rights, whether by implication, estoppel or otherwise.

You agree you will not remove or obscure any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Services. Further, you agree that you, or anyone else under your reasonable authority, will not copy, create a derivative work of, reverse engineer, modify, decompile, or otherwise attempt to extract the source code or other basis of CU*Answers, or its licensor's, technology. We reserve the right to immediately revoke your right to use our Services if you print, copy, download, modify, or otherwise use or provide any other person with access to any part of our Services in breach of the User Terms. In the event this happens, you will be required to return or destroy the materials in question.

17. THIRD PARTY TRADEMARKS

Trademarks displayed on the Services that are not owned by CU*Answers are the property of their respective owners, who may or may not be affiliated with CU*Answers. Nothing contained in the Services or Content should be construed as granting any license or right to use any third-party trademarks without the written permission of the third party that may own the trademarks. Your use of the trademarks, or any other Content on the Services, except as provided in these User Terms, is strictly prohibited.

18. WARRANTY.

All Services, including all software associated with the Services, is provided "as is" without any express or implied warranty of any kind. No liability is accepted by CU*Answers. Under no circumstances shall CU*Answers be liable for any special, consequential, direct or indirect loss or damage including without limitation, loss of profits, loss of data or loss of business opportunity.

19. LIABILITY.

IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED US DOLLARS (USD \$100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

You understand and agree that absent from your agreement to this limitation of liability, CU*Answers would not grant access to the Services.

20. THIRD PARTY PRODUCTS.

CU*Answers and its affiliates disclaim all liability with respect to third-party products that you use.

21. LINKED SITES.

Our Services or third parties may provide links to or be linked from other websites that are not maintained by or related to CU*Answers. CU*Answers does not endorse, and is not responsible for, the content of any such third-party websites or resources. You further acknowledge that CU*Answers will not be responsible or liable, directly or indirectly for any damages or loss caused or alleged to be caused by, or in connection with us of, or reliance on any such content, goods, or services available through any hyperlinked third-party website or resources.

22. TECHNICAL SUPPORT.

For information or technical support for the Services, please contact CU*Answers at web_services@cuanswers.com.

23. MISCELLANEOUS.

- a. Entire Agreement. These User Terms and all documents incorporated into these User Terms by reference constitute the entire agreement between CU*Answers and you (including any prior versions of the User Terms) and supersedes any and all prior or contemporaneous communications and proposals, whether electronic, oral or written. However, certain provisions of these User Terms may be superseded by expressly designated legal notices or terms located on particular pages within our Services. You may also be subject to additional terms and conditions that may apply when you access or use the services, content or software of our affiliates, third parties, or collaborating parties.
- b. -Dispute Resolution. The Parties may, with the assistance of the Centre for Effective Dispute Resolution (CEDR) seek to resolve the dispute by mediation. Each party shall bear its own costs and expenses incurred for mediation unless otherwise agreed; and any dispute, controversy, or claim arising out of, relating to, or involving these User Terms which the parties are unable to resolve through mediation within 30 days after the mediator has been appointed, or such other period agreed in writing, then the dispute will be referred and finally settled by arbitration.
- c. -Arbitration. Any arbitration will be conducted on an individual, rather than a class-wide, basis. If you are located in, are based in, have offices in, or do business in a jurisdiction in which this section is enforceable, you agree that for any dispute, claim, demand, controversy, or cause of action arising under or in connection with the User Terms, including your use and access to the Services or any other content, shall be finally and exclusively resolved by binding and confidential arbitration under the American Arbitration Association's ("AAA") Commercial Arbitration Rules and Mediation Procedures and Consumer-Related Disputes Supplementary Procedures (unless where the applicable law such as Virginia law which provides for judicial review of arbitration proceedings). Where no claims or counterclaims exceed \$10,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is required by CU*Answers or deemed necessary by the arbitrator. It is your responsibility to pay any AAA filing, administrative, and arbitrator fees as set forth in the AAA Rules.

The parties further agree that the arbitrator shall have exclusive authority to resolve any dispute relating to the interpretations, applicability, enforceability, or formation of this agreement to arbitrate. Any such controversy or claim shall be arbitrated on an individual basis, unless both parties otherwise agree in writing. The arbitration shall be in English and held in Fairfax County, Virginia, U.S.A. The parties further agree to use their best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible.

If you are not located in, and not based in, or not have offices in, and to not do business in the U.S., any arbitration between you and CU*Answers will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“ICC Rules”) by one or more arbitrators appointed in accordance with the ICC Rules and will be administered by the International Court of Arbitration of the International Chamber of Commerce.

If, for any reason, a claim proceeds in court rather than arbitration, each party waives any right to a jury trial. You agree to the personal jurisdiction by and venue in the state and federal courts of Fairfax County in the State of Virginia or the United States District Court, Eastern District of Virginia located in Alexandria, and waive any objection to such jurisdiction and venue.

Any claim under these User Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

This arbitration agreement will survive the termination of your relationship with CU*Answers.

- d. Injunctive and Equitable Relief. CU*Answers retains the right to seek injunctive relief or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of its copyrights, trade dress, trademarks, trade secrets, patents, or other intellectual property rights.
- e. Headings. This section titles in the User Terms are for your convenience only and have no legal or contractual effect.
- f. Assignment. You may not assign or delegate any rights or obligations under the Terms, and any such attempts will be deemed ineffective, CU*Answers freely assign or delegate all rights and obligations under the User Terms in part or in its entirety without notice to you.
- g. Waiver. A failure by CU*Answers to exercise or enforce any right or provision of the Terms shall not constitute a present or future waiver of such right or provision. All waivers by CU*Answers must be in writing to be effective.
- h. Severability. If any provision of the User Terms is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severable from these User Terms and shall not affect the validity and enforceability of any of the remaining provisions. The remaining provisions of the User Terms shall remain in full force and effect. To the extent possible, any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion.

24. NOTICES.

We may provide notice to you based on the contact information we have on file. To ensure that you receive our notices, please keep your contact information confidential and up to date.

CU*Answers may also provide a notice of changes to the User Terms or other policies by displaying a notice or link to the notice(s) on the Services. or electronic means, and shall be effective when received, with evidence of receipt.

25. LAW AND JURISDICTION.

The construction, validity and performance of this Agreement is governed by the laws of the Commonwealth of Michigan.

PART B

PRIVACY NOTICE

1. ABOUT CU*ANSWERS AND THIS NOTICE.

CU*Answers is a cooperative credit union service organization providing software and services to credit unions. All equity in CU*Answers is held by credit unions exclusively, and there is no other private equity in the company. CU*Answers partners with companies like third party service providers ("Licensors") to provide software and services to credit unions for credit unions to serve their members better. CU*Answers also partners with other credit union service organizations to provide such third party service provider software and services to credit unions and their members.

This Privacy Notice (the "Notice") is intended to help you understand what information we collect and why we collect it, the specific purpose for using the data, and what happens to the data after it is used.

2. SCOPE OF THIS PRIVACY NOTICE.

This Notice applies only to the Personal Information collected by the IdentityX software ("the Software"). This Software may be presented to you under a different brand identity (e.g., "MACO"). This Notice is provided by CU*Answers. We collect and process information about you as described in this Notice. We are committed to protecting the privacy of those with whom we interact. This Notice does not apply to any other interactions you have with CU*Answers or its partner credit union service organizations.

3. DATA SUBMISSION AND CONSENT.

IMPORTANT: BY USING THE SOFTWARE YOU ARE SUBMITTING PERSONAL INFORMATION TO US, AND YOU GIVE YOUR CONSENT THAT ALL INFORMATION THAT YOU SUBMIT MAY BE PROCESSED BY US IN THE MANNER AND FOR THE PURPOSES DESCRIBED IN THIS NOTICE.

4. DEFINITIONS.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Information. For purposes of this Notice, CU*Answers shall be deemed the Controller.

"Privacy Law" means all laws and regulations of the United States applicable to the Processing of Personal Information.

"Person" means an identified or identifiable natural person, who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Personal Information" information that identifies, relates to, describes, or is reasonably capable of being associated with an identified or identifiable natural person under applicable Privacy Laws. Data that has been deidentified such that the information cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, with an identifiable individual is not "Personal Information."

"Data Breach" means a suspected or actual breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise processed.

"Processing" means any operation or set of operations that is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

5. COLLECTION AND USE OF INFORMATION.

CU*Answers, and any credit union service organization partner using the Software does so for the purpose of verifying your identity, both initially and for subsequent verifications. Once the Software is initiated by you, the method of collection and the use of the data will be dependent on which verification method you use.

PIN. If you select and submit a PIN, that PIN is encrypted and sent via a secure Application Programming Interface ("API"). The PIN is stored securely on an IdentityX server at a CU*Answers location. The IdentityX application returns a response indicating verification success or failure.

VOICE. If you select voice verification, you will be prompted to record a passphrase using your device. This recording is encrypted and sent via a secure Application Programming Interface ("API"). When the recording reaches the IdentityX server at a CU*Answers location, an algorithmic data string is created from the recording. The data string is stored on the server in an encrypted format. The original voice recording is deleted once converted to the data string. The data string is akin to an asymmetric hash or encryption that stores passwords. Voices cannot be reverse engineered from the data string. The original voice recording is deleted once converted to the data string.

To authenticate using voice, you will speak the same passphrase, which will be sent via the secure API to the IdentityX server, converted and compared to the stored algorithmic data string. The IdentityX application returns a response indicating verification success or failure. The latest voice verification recording is deleted once compared to the original data string.

FACE (GOOGLE ANDROID ONLY). If you select face verification and your device uses a version of Google Android, you will use the application and your device's camera to capture a face image. This face image is encrypted and sent via a secure Application Programming Interface ("API"). When the face image reaches the IdentityX server at a CU*Answers location, an algorithmic data string is created from the face image. The data string is stored on the server in an encrypted

format. The original face image is deleted once converted to the data string. The data string is akin to an asymmetric hash or encryption that stores passwords. Face images cannot be reverse engineered from the data string. The original face image is deleted from the IdentityX server within twenty-four (24) hours.

To authenticate using a face image, you will capture a face image, which will be sent via the secure API to the IdentityX server and compared to the stored algorithmic data string. The IdentityX application returns a response indicating verification success or failure.

FACE (APPLE iOS ONLY). If you select face verification and your device uses a version of Apple iOS, you will use the IdentityX application and your device's camera to capture a face image. The face image is verified through the Apple FaceID application and not IdentityX. Verification by the Apple FaceID application is converted to a token and sent via a secure API to the IdentityX server at a CU*Answers location. Based on the results of the Apple FaceID application, IdentityX returns a response indicating verification success or failure. Any verification information used by Apple FaceID is stored on the device you used for verification.

FINGERPRINT. If you select fingerprint verification, you will use your device's native fingerprint verification application to verify your identity. The fingerprint is verified by your device's native application and not IdentityX. Verification by the native application's fingerprint software is converted to a token and sent via a secure API to the IdentityX server at a CU*Answers location. Based on the results of the fingerprint application, IdentityX returns a response indicating verification success or failure. Any verification information used by the native fingerprint software is stored on the device you used for verification. Both Google Android and Apple iOS require that the user has already set up a fingerprint before it becomes an option for the member within our mobile app.

OTHER INFORMATION. The verification process requires we collect information to identify you and your device. Device information we collect may include, but not be limited to, your IP address and unique device identification information (e.g., your device ID, device type, RAM information, CPU information, and your device's operating system).

CU*Answers has specific measures in place in relation to any biometric data process, these measures relate to any biometric data, including its retention and destruction as may be required under applicable law. As used in this Policy, "biometric data" includes "biometric identifiers" and "biometric information". "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. "Biometric data" also includes any similar definitions under applicable law related to any biological characteristics of a person, or information based upon such a characteristic.

CU*Answers shall not capture your biometric data without asking for your explicit consent in advance. If you decide to share your biometric data, or a document which contains your biometric data, e.g., a passport or government issued identity document, CU*Answers shall process your biometric data solely to perform the specific services you have requested and to improve the performance and/or accuracy of such services. Neither CU*Answers nor its affiliates or sub processors will sell, lease or trade any biometric data that it receives from you through your use of CU*Answers' Services.

CU*Answers will only retain biometric data for the relevant retention period specified in Records Retention and Protection Policy. Specifically, when the purpose for collecting biometric data has been satisfied, CU*Answers shall permanently delete such biometric data, and in any case any biometric data collected from you by CU*Answers shall be automatically deleted within 6 months of your last interaction with the CU*Answers website.

6. LEGAL BASIS

The legal basis for the processing of your Personal Information is one of the following:

- a) Consent; or
- b) Notice; or
- c) To provide the Service for which you entered into a contract with us when you accepted the User Terms when you accessed our Services or used our website and downloaded the Application to use the Services; or
- d) To comply with a legal obligation to which we are subject.

Please note that the provision of Personal Information is a requirement of the contract and is necessary to enable us to provide the Services to you through the Application. Where you have provided your consent for us to process your Personal Information, you have the right to withdraw your consent for all our portions of the processing of your Personal Information at any time.

7. CONTROLLER OBLIGATIONS.

CU*Answers has implemented commercially reasonable technical and organizational security measures designed to protect Personal Information against loss, misuse, and unauthorized access, alteration, disclosure, or destruction. We also have implemented measures to maintain the ongoing confidentiality, integrity and availability of the systems and services that process Personal Information and will restore the availability and access to data in a timely manner in the event of a physical or technical incident. CU*Answers will comply with all applicable privacy and data protection laws. Where it is required by law to disclose Personal Information, CU*Answers may disclose Personal Information only to the minimum extent necessary to comply with such law.

Although CU*Answers has implemented commercially reasonable security, CU*Answers cannot guarantee your information will never be disclosed in a manner inconsistent with this Notice. If a breach of your Personal Information were to occur, we will work with your credit union to notify you, as required by applicable law.

CU*Answers expects you to be responsible for the security of your Personal Information by taking precautionary measures, such as keeping any account password/PIN (if applicable) confidential and using secure wireless connections. In addition, the Software should not be used on a device shared with other persons.

8. RETENTION.

CU*Answers will retain your Personal Information for no longer than is necessary to enable you to use the Software, and to comply with our legal obligations, resolve disputes, enforce our agreements and for other business reasons permitted by applicable laws and regulations. CU*Answers will take steps to dispose of your Personal Information securely and permanently,

according to applicable laws and regulations, once your Personal Information is no longer needed for any of the foregoing reasons.

Even if we delete your information from active databases, the information may remain on backup or storage media to the extent allowed by applicable data protection laws and regulations.

9. CHILDREN'S PRIVACY.

Due to federal law (as reflected in the Children's Online Privacy Protection Act), YOU MUST BE AT LEAST 13 YEARS OLD TO USE THE IDENTITYX SOFTWARE. IF YOU ARE BETWEEN 13 AND THE APPLICABLE AGE OF MAJORITY, PLEASE REVIEW THIS AGREEMENT WITH YOUR PARENT OR GUARDIAN.

CU*Answers does not knowingly solicit or collect Personal Information online from children under the age of 13 without prior verifiable parental consent. If we learn that a child under the age of 13 has submitted personally identifiable information online without parental consent, CU*Answers will take all reasonable measures to delete such information from its databases and to not use such information for any purpose (except where necessary to protect the safety of the child or others as required or allowed by law). If you become aware of any Personal Information we have collected from children under 13, please email us at olb_support@cuanswers.com.

Minors under 18 years of age may have Personal Information that they provide to us deleted by sending an email to irsc@cuanswers.com requesting deletion. Please note that, while we make reasonable efforts to comply with such requests, deletion of your Personal Information does not ensure complete and comprehensive removal of that data from all systems.

10. CONTACT US.

If you have any questions about this Notice, our data handling practices, or the IdentityX Software, you can contact us at:

EMAIL: irsc@cuanswers.com

U.S. MAIL: 6000 28th Street SE, Grand Rapids, MI 49546.