Millennium Corporate Credit Union Terms of Use Agreement

Millennium Corporate Credit Union, along with its affiliates and subsidiaries (collectively, "MILLENNIUM"), encourages you to learn more about us through the information on our websites, but before you do, you should understand that by accessing or downloading any of our webpages, submitting information on any of our online forms, or reviewing any information published on any of our websites, you are agreeing to these Terms of Use, and you are also agreeing to our Privacy Policy and consenting to our use of your confidential or personally identifiable information as outlined therein. You should read both documents carefully before continuing to access or use any of our websites, and you should review both documents regularly because they can change at any time, without notice to you, in our sole discretion. If you are not willing to agree to these Terms of Use or our Privacy Policy, you should not access any MILLENNIUM websites.

- You Use Our Websites at Your Own Risk. We provide our websites as a convenience only, without warranty or assurance of any kind. We are not representing that the content is accurate, complete, up-to-date, free from error, or otherwise reliable. Although we try to keep our websites current and accurate, we have no duty to do so. We give you no assurance that our websites will be free from interruptions, errors, computer viruses, exploit kits, or other harmful components.
- 2. Your Conduct. You agree to all of the following: (i) not to use MILLENNIUM websites to upload or distribute in any way any file, program or other material that contains viruses, corrupted files or any other software or programs that may damage the operation of any MILLENNIUM website or of any other site, computer or network; (ii) not to interfere with or disrupt any MILLENNIUM website or any site that may be linked to a MILLENNIUM website; (iii) not to use any device, software or routine in any attempt to interfere with the proper functioning of any MILLENNIUM website; (iv) not to take any action or use any device that imposes an unreasonable or disproportionately large load on MILLENNIUM's infrastructure; (v) not to use any MILLENNIUM website to collect or harvest personal information including (as an example but without limitation) financial information about other participants or users of any MILLENNIUM website; and (vi) not to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a credit union, company, person or entity. Further, you agree not to use any information or services available on any MILLENNIUM website for any illegal purpose, and you agree to comply with all regulations and laws applicable to MILLENNIUM website, including, but not limited to, these Terms of Use and our Privacy Policy.
- 3. Disclaimer of All Warranties. ALL CONTENT ON MILLENNIUM WEBSITES IS PROVIDED ON AN "AS IS" BASIS BY MILLENNIUM, AND NEITHER MILLENNIUM NOR MILLENNIUM'S INFORMATION PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THESE TERMS OF USE OR TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON MILLENNIUM WEBSITES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EACH OF MILLENNIUM AND MILLENNIUM'S INFORMATION PROVIDERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (AS EXAMPLES BUT WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, RELIABILITY, COMPLETENESS, AND NON-INFRINGEMENT. Without limiting the generality of application of the foregoing, none of MILLENNIUM or any of its information providers makes any warranty that (i) the information set forth or offered on MILLENNIUM websites will meet your requirements, (ii) the provision of information on MILLENNIUM websites will be uninterrupted, timely, secure or error-free, or (iii) the content or information available on MILLENNIUM websites is complete or accurate. Some states do not allow the exclusion or limitation of certain warranties, and so the above limitations and exclusions may not apply fully to you.
- 4. Links from MILLENNIUM Websites. From time to time, MILLENNIUM may provide hyperlinks from its websites to other Internet sites. MILLENNIUM does not have any control over or any responsibility for the content of any such linked site, nor for any products or services that may be available through any such linked site. MILLENNIUM does not endorse any site to which its websites are linked, nor does MILLENNIUM guarantee in any

manner, directly or indirectly, any such linked site. As an example of the foregoing (but without limiting the generality thereof) MILLENNIUM neither reviews nor approves, nor has any direct or indirect control over, the up-time or availability of any linked site, nor over the use that any linked site may make of information that you post or otherwise make available to such site, nor over whether any linked site will continue to offer services or information. MILLENNIUM does not have any responsibility or liability (and hereby disclaims any such responsibility and liability) for any and all sites that may at any time or from time to time be linked from any MILLENNIUM website. If you make use of any link to any other site, MILLENNIUM encourages you to familiarize yourself with the policies of such other sites on such matters as information security, legal compliance, privacy, and up-time or reliability standards. Your access to and use of any such linked site is entirely at your own risk, and MILLENNIUM hereby disclaims any and all liability or responsibility for any such access or use. MILLENNIUM retains the right to terminate any link at any time.

- 5. Links to This Site. MILLENNIUM publishes and maintains its websites for the benefit and use of its member credit unions, affiliates, vendors, and others with whom it has an existing commercial relationship. Third parties are not permitted to link to any MILLENNIUM website without prior written consent. If MILLENNIUM does provide such written consent, you acknowledge and agree that such consent only grants a limited, revocable and nonexclusive right to you or your credit union or company to create a hyperlink to MILLENNIUM's home page, subject to the following three conditions: (i) MILLENNIUM is notified in advance that the hyperlink is being created; (ii) the link does not portray MILLENNIUM or any of its affiliates, or their products or services, in any false, misleading, derogatory or otherwise offensive manner; and (iii) any use of our logo, trademark or other proprietary material of MILLENNIUM complies with MILLENNIUM's standards and guidelines. Contact MILLENNIUM for more information.
- 6. Submission of Confidential or Proprietary Information. Every time you visit any of our websites, you automatically provide us with information which pages you visit, what kind of device you are using, which part of the world you are located in, and many other pieces of information are collected automatically. When you use one of our online forms or portals to submit comments, newsletter subscriptions, job applications, questions, transaction-related data, or any other substantive data, you provide significantly more information and personally identifiable information, will be handled in accordance with our Privacy Policy, which you should review prior to submitted through a secure portal, and if you have any questions or concerns about the security of any communication you should contact MILLENNIUM prior to submitting the information.
- 7 Intellectual Property. All copyright to all material provided on MILLENNIUM websites is held by MILLENNIUM, or by a licensor to MILLENNIUM. You acknowledge and agree that the information presented to you through MILLENNIUM websites, including text, graphics, logos, icons, images and software, and the arrangement and compilation of such content, is the property of MILLENNIUM or its content suppliers and is protected by copyright, trademark, service mark, patent and/or other proprietary rights and laws. By placing copyrightable material or other intellectual property on its websites, MILLENNIUM does not grant any license or authorization to you or any other user of MILLENNIUM websites, other than to use such material or intellectual property in connection with proper access to such websites and in compliance with these Terms of Use. However, you may print a copy of the information on MILLENNIUM websites for your personal, non-commercial use, or for your credit union or company's internal use or records. In so doing, you may not modify the information, materials or intellectual property and you agree to retain all copyright and other proprietary notices contained in or attached to the information, materials, or intellectual property. The trademarks, service marks and logos (hereinafter referred to as the "Trademarks") used and displayed on MILLENNIUM websites are registered and unregistered Trademarks of MILLENNIUM and others. Nothing on any MILLENNIUM website should be construed as granting, whether by implication, by estoppel or otherwise, any license or right to use any Trademark without the prior written permission of the Trademark owner. If you have any questions regarding any Trademarks on MILLENNIUM websites, please contact Millennium. MILLENNIUM attempts to avoid any infringement on the copyrights of others. If you believe that any material on MILLENNIUM websites

infringes your copyright, please address a "Notification of Claimed Infringement" pursuant to 17 U.S.C. §512, by mail to: Millennium Corporate Credit Union, 8615 West Frazier, Wichita KS 67212. If you thus contact MILLENNIUM with a complaint regarding allegedly infringing material, MILLENNIUM will investigate the complaint and if MILLENNIUM believes the material infringes upon a copyright, MILLENNIUM will remove the material and will notify you of the removal.

- 8. Local Laws. MILLENNIUM websites are designed and published in the United States, and we can give you no assurance that our content or materials, or the publication thereof, would be lawful in your jurisdiction. You are responsible for complying with the laws of your jurisdiction, and MILLENNIUM disclaims all responsibility for any violations of law resulting from you accessing or downloading any of our websites.
- 9. Indemnification. You hereby agree to indemnify, defend, and hold harmless MILLENNIUM, as well as its officers, directors, employees, agents, licensors, suppliers, and third-party information providers, from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees and litigation expenses, arising from or relating to any violation of these Terms of Use, or of our Privacy Policy, by you.
- 10. Limitation of Liability. IN THE CONTEXT OF ANY DISPUTE ARISING FROM OR RELATING TO ANY MILLENNIUM WEBSITES, UNDER NO CIRCUMSTANCES (INCLUDING, AS AN EXAMPLE BUT WITHOUT LIMITATION, NEGLIGENCE) WILL MILLENNIUM BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING AS EXAMPLES BUT WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFIT) ARISING OUT OF THE USE, OR OUT OF THE INABILITY TO USE, ANY MILLENNIUM WEBSITES OR THE MATERIALS ON SUCH WEBSITES, EVEN IF MILLENNIUM OR AN AUTHORIZED REPRESENTATIVE OF MILLENNIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11. Governing Law and Venue. These Terms of Use and our Privacy Policy, and any disputes arising thereform or relating thereto in any way, shall be governed by and construed under and in accordance with the laws of the State of Kansas. You agree that the exclusive venue for any disputes arising from or relating to these Terms of Use, or our Privacy Policy shall be in the state and federal courts located in Wichita, Kansas.
- 12. **No Waiver.** Any failure by MILLENNIUM to insist upon or enforce strict performance of any provision of these Terms of Use or its Privacy Policy shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use or MILLENNIUM's Privacy Policy. MILLENNIUM may assign its rights and duties under these Terms of Use or its Privacy Policy to any party at any time without notice to you.