

THESE TERMS OF USE CONTAIN A BINDING ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION, ARBITRATION CAN HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO PURSUE OR PARTICIPATE IN A CLASS ACTION LAWSUIT. YOU MAY REJECT THE ARBITRATION PROVISION AS EXPLAINED BELOW.

TERMS OF USE AND DISCLOSURE

THESE TERMS OF USE AND DISCLOSURE (“TERMS OF USE”) CONSTITUTE A BINDING LEGAL AGREEMENT. PLEASE READ THESE TERMS OF USE CAREFULLY AND DO NOT PROCEED WITHOUT UNDERSTANDING YOUR RISKS.

Your Credit Union (the “Credit Union”) has entered into a license agreement with InvestiFi, Inc. (“InvestiFi”). InvestiFi is a technology service provider that has licensed its technology to the Credit Union to connect with a trading platform (the “Service”) that will allow you as a member to purchase and sell digital assets and digital currency (“Digital Assets”). Neither the Credit Union nor InvestiFi offer the Digital Assets, or any advice related thereto. The sole role of the Credit Union and InvestiFi is to provide you with a means to access the Service.

YOU UNDERSTAND THAT YOUR DIGITAL ASSET ACCOUNT IS NOT AN ACCOUNT WITH THE CREDIT UNION.

NEITHER THE CREDIT UNION NOR INVESTIFI MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE DIGITAL ASSETS. NEITHER THE CREDIT UNION NOR INVESTIFI ARE BROKER DEALERS, TRUST COMPANIES OR OTHER LICENSED ENTITIES AUTHORIZED TO PROVIDE INVESTMENT ADVICE.

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

YOUR DIGITAL ASSETS ARE NOT INSURED BY THE NATIONAL CREDIT UNION ADMINISTRATION (“NCUA”), THE SECURITIES INVESTOR PROTECTION CORPORATION (“SIPC”), OR ANY OTHER GOVERNMENTAL, QUASI-GOVERNMENTAL, REGULATORY, OR INDUSTRY-BACKED INSURANCE OR PROTECTION PROGRAM OF ANY KIND.

YOU ENGAGE IN THE SERVICE AND THE PURCHASE AND SALE OF DIGITAL ASSET SOLELY AT YOUR OWN RISK.

Custodian’s Documents. In order to use the Service, you must agree to these Terms of Use. If you wish to purchase and sell Digital Assets, you will also be required to enter into an agreement with SAFE, Inc., a Wyoming trust company (“Custodian”). You must agree to the Custodian’s Terms of Service, privacy policy and enter into such other agreements as may be required by the Custodian prior to creating an account to purchase or sell Digital Assets with the Custodian (“Digital Asset Account”). Your agreements with the Custodian are solely between you and the

Custodian. Neither the Credit Union nor InvestiFi are parties to any agreement or transaction between you and the Custodian.

Your Promises. By accessing the Service, you are making the following promises and representations to the Credit Union, InvestiFi, and their respective affiliates or service providers:

- (1) You have adequately researched the Digital Assets,
- (2) You are aware of and are comfortable with the risks involved in the purchase and sale of Digital Assets,
- (3) You understand that neither the Credit Union nor InvestiFi are responsible for or liable to you for any transactions you make or losses you may incur in connection with the Digital Assets,
- (4) You are responsible for all tax implications and liabilities related to the Digital Assets,
- (5) You have not received any investment advice from the Credit Union, InvestiFi or any of their respective affiliates or service providers related to the Digital Assets or the Service,
- (6) All transactions that you initiate by use of the Service are legal in the jurisdiction where you live and/or where the transaction occurred, and do not violate any statute, regulation, rule, regulatory guidance, ordinance, code, judgment, decree, applicable industry code, rule, guideline, policy or other standard enforceable by law, including the rules of a self-regulatory organization, and any official interpretations of any of the foregoing,
- (7) You will not use the Service for any illegal or unlawful transaction, or to facilitate any illegal or unlawful transaction,
- (8) You acknowledge InvestiFi may receive compensation from Custodian and/or Credit Union related to the Services, and
- (8) You acknowledge and agree that your use of the Service may be terminated if the Credit Union or InvestiFi believe your use of the Service poses an undue risk of illegality or unlawfulness.

Access to Your Digital Account. You are able to access your Digital Asset Account by logging into the Credit Union's online or mobile banking platform. You will designate your Credit Union deposit account ("Credit Union Account") that will be linked to your Digital Asset Account. The funds you use to purchase Digital Assets will be withdrawn from your Credit Union Account, and proceeds resulting from the sale of Digital Assets will be credited back to your Credit Union Account. The proceeds from certain Digital Asset transactions may not be credited to your Credit Union Account until they are received by the Credit Union, which may not be until the next business day or in some cases longer. At this time, the Service does not allow the deposit of Digital Assets into your Digital Asset Account from other sources or the withdrawal or transfer of Digital Assets, including to other accounts held in your name with the Custodian or the Credit Union.

You, and anyone else who has access to your username and password for your Credit Union Account, will be able to access your Digital Asset Account. This means that any joint account holder who you share your Credit Union Account with who does not have their own login credentials will have access to your Digital Asset Account. Additionally, anyone who you share your Credit Union Account login credentials with will also be able to access your Digital Asset Account. Anyone who has such access will be able to buy, sell and trade Digital Assets the same as you. Any individual with access to your Credit Union Account will be able to view the Digital Assets transactions that result in a withdrawal or a credit to your Credit Union Account connected to your Digital Asset Account. If all joint account holders on your Credit Union Account use the same login credentials, they will also be able to see your Digital Asset Account transactions in the Digital Asset portal. Anyone with access to your Credit Union Account will also have access to those funds that are transferred into your Credit union account from your digital asset account.

By accessing the Service, you specifically consent to the Credit Union and InvestiFi (as the Credit Union's service provider) accessing the Credit Union Account to process the transactions (including debiting and crediting) for your Digital Assets transactions initiated via the Service. You agree to maintain a sufficient balance in your Credit Union Account to cover your Digital Asset transactions. If you overdraw your Credit Union Account, if you are not in good standing with the Credit Union for any reason, if you otherwise fail to comply with these Terms of Use or any other terms applicable to the Digital Assets, Digital Assets transactions, or related services, or if the Credit Union and/or InvestiFi have any reason to believe that there has been unauthorized use of your accounts or your account credentials, the Credit Union has the right to deny you access to the Service. While your access to your Digital Asset Account is suspended your Digital Assets may fluctuate in value. Further, the Custodian may in accordance with their agreement(s) with you, close your Digital Asset Account if you do not access your Digital Asset Account for a period of time. If your Digital Asset Account is closed and your Digital Assets are sold, you may lose money. Neither the Credit Union nor InvestiFi is liable for any loss in value to your Digital Assets while you are unable to access your Digital Assets Account, or if you lose money because your Digital Assets are sold.

Your Digital Account Security. You are responsible for maintaining the security of your Digital Asset Account and your Credit Union Account, and for preventing unauthorized or fraudulent access to your accounts and your Digital Asset transactions. Do not share your usernames, passwords or other information about your Credit Union accounts or your Digital Asset Account. You should never access your Credit Union accounts or Digital Asset Account while on a public network. To the extent permitted by law, you will be responsible for any and all fraudulent and/or unauthorized activity in your Credit Union account and/or Digital Asset Account resulting from your acts or omissions, including any loss of funds, incurred transaction fees, and tax consequences.

Information Sharing. You agree that Credit Union and or InvestiFi on Credit Unions behalf may share your information with Custodian related to the Custodian providing you the Services. For example, if you change your name with the Credit Union, that name change information may be provided to Custodian for updating your Digital Asset Account with Custodian. Additionally, Credit Union may use and share your information in accordance with the Credit Union's Privacy

Policy. InvestiFi may use and share your information in accordance with InvestiFi's Privacy Policy. Each privacy policy is provided to you separately.

LIMITATION OF LIABILITY. The Service is made available to you solely for your convenience. **NEITHER THE CREDIT UNION NOR INVESTIFI ARE LIABLE TO YOU OR ANY THIRD PARTY FOR YOUR DIGITAL ASSET TRANSACTIONS, OR YOUR USE OF ANY PORTION OF THE SERVICE.**

YOU AGREE THAT THE ENTIRE LIABILITY OF THE CREDIT UNION, INVESTIFI AND/OR THEIR RESPECTIVE AFFILIATES AND SERVICE PROVIDERS IN ANY ACTION BASED IN CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF THE SERVICE SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DAMAGES OR \$100.00, WHICHEVER AMOUNT IS LESS. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL THE CREDIT UNION, INVESTIFI, OR THEIR RESPECTIVE AFFILIATES AND SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE SERVICE (WHETHER OR NOT DUE TO DEFECTS THEREIN). IN NO EVENT WILL THE CREDIT UNION, INVESTIFI AND/OR THEIR RESPECTIVE AFFILIATES OR SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES EVEN IF THE CREDIT UNION, INVESTIFI AND/OR THEIR RESPECTIVE AFFILIATES AND SERVICE PROVIDERS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE CREDIT UNION'S, INVESTIFI'S OR THEIR RESPECTIVE AFFILIATES/SERVICE PROVIDERS' NEGLIGENCE, TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

YOUR INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE CREDIT UNION, INVESTIFI AND EACH OF THEIR RESPECTIVE AFFILIATES AND SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING SETTLEMENT COSTS AND REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO YOUR USE OF THE SERVICE AND ANY AND ALL LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICE AND/OR THE PURCHASE AND SALE OF DIGITAL ASSETS.

DISCLAIMER OF WARRANTIES. DISCLAIMER OF WARRANTIES. TO THE EXTENT PERMITTED BY LAW, THE CREDIT UNION, INVESTIFI AND THEIR RESPECTIVE AFFILIATES AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NEITHER THE CREDIT UNION, INVESTIFI

NOR THEIR RESPECTIVE AFFILIATES AND SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR WILL MEET YOUR REQUIREMENTS. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY.

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

Modification or Termination of the Service. We reserve the right to modify the scope and functionality of the Service or terminate the Service at any time. You are solely responsible for making sure that you understand how to use the Service as changed, in the event of such changes, or through another means, if available, other than through the Credit Union’s online or mobile banking platforms, if the Credit Union ceases to offer the Service. Review the Custodian’s documents for more information. Do not ignore notices of changes to or termination of the Services as they may significantly impact your access to and use of your Digital Assets Account. Neither the Credit Union, InvestiFi, nor their respective affiliates or service providers will not be liable to you for any losses caused by your failure to properly use the Service or any access device.

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

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

Governing Law. These Terms of Use shall be governed by and construed under the laws of the State of Wyoming as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event any party brings a legal action in connection with these Terms of Use the prevailing party shall be entitled to, subject to Wyoming law, payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**** NOTICE OF BINDING ARBITRATION PROVISION ****

THIS ARBITRATION PROVISION WILL APPLY TO THESE TERMS OF USE AND YOUR USE OF THE SERVICE, UNLESS: (A) YOU NOTIFY INVESTIFI (ON BEHALF OF THE CREDIT UNION AND INVESTIFI) IN WRITING THAT YOU REJECT THE ARBITRATION PROVISIONS WITHIN SIXTY (60) DAYS OF AGREEING TO THESE TERMS OF USE; (B) YOU ARE AFFORDED STATUTORY PROTECTIONS THAT PROHIBIT SUBMISSION OF A DISPUTE TO ARBITRATION; OR (C) CREDIT UNION PURSUES A COLLECTION CLAIM OR SUIT AGAINST YOU IN A COURT OF LAW.

How do you reject arbitration?

NOTIFY INVESTIFI OF THE REJECTION OF THIS ARBITRATION PROVISION AT THE FOLLOWING ADDRESS:

INVESTIFI, INC.

8 The Green, Ste 7529
Dover, DE 19901

ATTENTION: ARBITRATION OPT-OUT

Or Email at: optout@investifi.co

ATTENTION: ARBITRATION OPT-OUT

YOUR OPT-OUT ONLY APPLIES TO THESE TERMS OF USE AND ANY DISPUTE RELATED THERETO WITH EITHER INVESTIFI AND/OR CREDIT UNION.

How does arbitration work?

Any "Dispute" between or among the parties shall be resolved by a neutral, binding arbitration, and not by a court of law. Arbitration is a process in which a neutral arbitrator decides a dispute instead of a judge or jury. Each side has an opportunity to present some evidence to the arbitrator.

A party's ability to conduct discovery during the arbitration process may be limited. Arbitration proceedings are private and less formal than court trials. Other rights that the parties might have in court might not be available in arbitration. An arbitrator issues an award. A court may then enforce the award like a court judgment. Courts rarely overturn an arbitrator's award. You agree that the Credit Union may pursue a collection claim or suit against you, which is related to your use of the Service. Any such claim or suit may be filed in a court of law.

IF ARBITRATION IS INITIATED BY ANY PARTY WITH RESPECT TO A DISPUTE, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT OR HAVE A JURY TRIAL ON THAT DISPUTE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.

There shall be no authority for any Disputes to be arbitrated on a class action basis. Furthermore, an arbitrator can only decide Dispute(s) and may not consolidate or join the disputes or claims of other persons that may have similar Disputes.

The term "Dispute" means any action, dispute, claim, or controversy of any kind arising out of, in connection with or in any way related to these Terms of Use or the Services. The term "Dispute," includes without limitation: claims under federal or state consumer protection laws; claims in tort or contract; claims under statutes or common law; claims at law or in equity; other past, present or future claims, counterclaims, cross-claims, third party claims, interpleaders or otherwise; and any claim relating to the interpretation, applicability, and enforceability of this arbitration provision.

Written notice shall be given for any Dispute. Such notice shall be given by certified mail, return receipt requested. The party initiating the arbitration shall set forth in the notice the nature and factual basis of the Dispute, the names and addresses of all other parties, the amount involved, and the specific relief requested. The party responding to such a notice may answer and similarly set forth any counterclaims. The arbitration of any Dispute will be conducted by one neutral and impartial arbitrator mutually agreed upon by the parties. The arbitrator shall be an attorney or retired judge. In the event the parties cannot agree on an arbitrator, the parties agree that an arbitrator may be appointed by a court in accordance with the Federal Arbitration Act (9 U.S.C. §1, *et seq.*). The arbitrator may conduct all necessary preliminary proceedings, provide for the exchange of information and/or discovery, and set the time, date, and place of any hearing, after reasonable notice to and consultation with the parties. The award shall be issued without a written opinion no later than thirty (30) days from the date any hearing is completed.

The Federal Arbitration Act governs this arbitration provision. State arbitration laws do not apply. This arbitration provision applies even if you are in a bankruptcy.

Enforcement and Survival. Should any one or more provisions of these Terms of Use be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of these Terms of Use.

Any terms which by their nature should survive, will survive the termination of these Terms of Use.

Fees. Credit Union and InvestiFi may receive compensation related to the Services. Any fees charged to you for the Services will be disclosed prior to the applicable transaction.

Electronic Signature. By clicking below, you acknowledge that you have read and that you agree to these Terms of Use. Your click is your digital signature and constitutes a legally binding agreement by you.