

Alloya Solutions
Premier Portfolio Product Operating Agreement

Authorization. The Master Membership Agreement (“MMA”) and Master Membership Contract (“MMC”) between Member and Alloya Corporate Federal Credit Union (“Alloya”) are incorporated herein by reference and represent additional terms that are part of this Product Operating Agreement (“POA”).

- I. **Scope of Service.** Alloya Solutions’ “Premier Portfolio” is a Service (“Service”) for Alloya Solutions clients offered through Alloya’s Premier View System to Alloya members. Service allows authorized administrators (“Users”) to designate User employees with full or limited authority to select, and “order” Alloya Solutions offered fixed-income securities using the Service’s secured online portal. Orders are personally verified, typically by telephone contact initiated by Alloya Solutions, and then executed by Alloya Solutions employees. The Service provides access to the “Premier Portfolio” system, which provides the User the ability to view daily market commentary, rates, and to place requests for investments. For Users who are clients of Alloya Solutions’ Investment Accounting Service, Premier Portfolio includes information on Users’ balances and positions, and other information, if available. Service also allows Users to use a single sign-on to link to separate products offered through Premier View and Premier Portfolio.
- II. **Order Execution.** Orders may be entered through the Service from 7:30 a.m. to 4:00 p.m. Central Time, Monday through Friday, excluding certain holidays. Alloya Solutions will endeavor to execute all orders placed during these hours on the same business day. Orders are otherwise processed the next business day. Alloya Solutions may interrupt the ability to enter orders through the Service during certain periods, such as periods for systems upgrades or maintenance, or for any other reason, as will be indicated on the Premier Portfolio site. Member should not assume that an order submitted online has been executed. While most orders execute quickly, Alloya Solutions will review Member’s order and verify it with the User prior to execution. If Member’s order is held for review beyond a commercially reasonable period, it will receive the price at which its order should have been executed. This may be different from the price at which the security is trading when the order is entered. Orders that have already been executed cannot be modified or canceled. Member should review its order history on the Service before submitting another order.
- III. **No Recommendations.** Although Service provides Users with Market Data, Account Information, and other information, Service does not provide or in any way constitute a solicitation, recommendation, or advice.
- IV. **Entry and Execution.** Users will notify Alloya Solutions immediately of any unauthorized account activity by calling (800) 253-0053.
- V. **Limitations.** Alloya Solutions may impose additional requirements, limitations, or restrictions on User account and/or the online services as we see fit, without prior notice. Limitations may include restrictions on the number of transactions or the types of transactions. Member must monitor its account to determine whether any order it placed was executed.
- VI. **Warranties.** There are no implied warranties regarding the following:
 1. **Timing.** Completeness, accuracy and timeliness of information, including Market Data, available through our website. Price quotations are updated each business day by 7:30 A.M. Central Time.
 2. **Services.** Alloya and Alloya Solutions reserve the right to terminate, limit, or change access to any portion of the online services. If at any time Member is unable to access its Account Information through Services, it should immediately contact Alloya Solutions at (800) 253-0053.
 3. **Viruses.** Alloya and Alloya Solutions will not be liable for damage to your system, equipment or software caused by a computer virus.

4. **Third-Party Information.** Alloya and Alloya Solutions assume no liability regarding information and software of third parties or any website not under our control (even if linked from, or to, Alloya's or Alloya Solutions' websites), or for software or hardware developed by any third party (even if linked from, or to, Alloya's or Alloya Solutions' websites). A link to another website does not signify an endorsement of the site or of any security referenced there.
5. **As-Is/As-Available.** INFORMATION, SERVICES, AND FUNCTIONS ARE PROVIDED ON AN "AS IS/AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS REQUIRED BY LAW. ALLOYA AND ALLOYA SOLUTIONS ARE NOT LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE OR FOR YOUR ERRORS. IN ALL INSTANCES, LIABILITY FOR ANY ACTION OR OMISSION BY US SHALL BE LIMITED TO THE BENEFIT THAT THE TRANSACTION WOULD HAVE RESULTED IN BETWEEN THE DATE OF THE TRADE AND THE TIME FOR SETTLEMENT.
- VII. **Limitation of Liability.** IN NO EVENT WILL ALLOYA, ALLOYA SOLUTIONS ,OR ITS AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH (I) ANY PARTY'S USE OF THE SERVICE AND/OR SERVICE(S) OR A WEB SITE LINKED TO THE SERVICE, (II) ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, LINE SYSTEM FAILURE OR LOSS OF DATA, (III) ANY LOSS OF USE RELATED TO ALLOYA'S OR ALLOYA SOLUTIONS' WEB SITES AND/OR SERVICE(S) OR A LINKED SITE, (IV), ANY WEB SITE OPERATED BY ANY THIRD PARTY, (V) OR ANY CONTENT OF THIS WEB SITE OR ANY LINKED SITE, EVEN IF ALLOYA SOLUTIONS IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MEMBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BSS AND ITS AFFILIATES, LICENSORS AND CONTRACTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY BREACH BY YOU OF ANY OF THESE TERMS OF USE OR APPLICABLE LAW.
- VIII. **Intellectual Property Ownership.** User acknowledges that Alloya, Alloya Solutions, and others retain all rights, title, and interest in and to any and all worldwide intellectual property and proprietary rights embodied in the Services, including, but not limited to, all copyrights, patent rights and trade secret rights, and in the Marks.
- IX. **Intellectual Property Indemnity.** ALLOYA AND ALLOYA SOLUTIONS SHALL DEFEND, INDEMNIFY, AND HOLD USER HARMLESS FROM ANY AND ALL LOSSES FOR INFRINGEMENT OF A PATENT OR PATENTS, COPYRIGHTS, TRADEMARKS, OR ANY OTHER INTELLECTUAL PROPERTY RIGHT OR TRADE SECRETS MISAPPROPRIATION GROWING OUT OF OR INCIDENT TO THE WORK OR THE EQUIPMENT OR MATERIALS FURNISHED BY ALLOYA SOLUTIONS.