

### **Alloya's Master Membership Agreement ("MMA")**

- I. **Statement Examination.** Member is required to examine its monthly statement of activity and report any problems before the end of sixty (60) days after the statement is issued. Alloya shall not be liable for any problems reported after sixty (60) days have passed.
- II. **Limitation of Liability.** Except for gross negligence, Alloya shall not be liable for any action it takes regarding the payment or nonpayment of drafts or other withdrawals from Member's Settlement Accounts. Any objection respecting any item shown on a periodic statement of Member's Settlement Accounts is waived unless made in writing to Alloya before the end of sixty (60) days after the statement is issued.

In no event shall Alloya or the Member be liable to the other or a third party for any indirect, incidental, consequential, or punitive damages, or for any claims, losses or damages caused by acts of God, acts of governmental authority, power shortages, labor difficulties, or other causes beyond the reasonable control of Alloya and Member.

- III. **Coverage of Uniform Commercial Code ("UCC").** Except as limited by the other provisions of this MMA or other Product Operating Agreements ("POAs"), and the pre-emption provisions of applicable federal law, rules and regulations, the parties shall have the same rights, obligations, and liabilities to each other with respect to transactions involving the Settlement Accounts as would be provided under the Illinois UCC, as amended from time to time, if Alloya were a "bank" and Member were its "customer" under such Code.
- IV. **Default.** Any failure on the part of Member or Alloya to strictly comply with all the material terms and conditions of any and all of the agreements between Alloya and Member is an Event of Default. Any failure of Member to pay applicable vendors' fees and charges, or a reasonable determination by Alloya that it is unsecure under the MMC which is incorporated by reference or this MMA, shall constitute a default by Member. Upon default by Member, Alloya may exercise all available rights and remedies, whether at law or in equity, including the right of set-off, and Member shall pay all costs and expenses, including reasonable attorney's fees, incurred by Alloya in enforcing the terms of the written agreements. Settlement services shall be terminated upon notice to the other party, consistent with the Notice section of this MMA (Section XIII). In circumstances it deems timely Alloya may, at its option, provide notice orally. Such notification will be provided by one party's Representative by speaking directly with one of other party's Authorized Representatives.
- V. **Indemnification and Limitation of Liability.** Except for gross negligence or intentional misconduct, Member and Alloya agree to indemnify, defend, and hold each other harmless against any and all losses, claims, liabilities, costs and expenses, including reasonable attorney's fees, by whomever made, or by reason of any error, omission, or failure to exercise ordinary care in the performance of their duties and responsibilities under any of the written agreements between Alloya and Member.
- VI. **Independent Contractors.** The relationship between Alloya and Member is that of independent contractors.
- VII. **Assignment.** Except as may otherwise be indicated in a POA, Alloya has the right with reasonable notice to sell, assign, transfer, and set-over all agreements between Member and Alloya. Member may assign the POA with prior written authorization of Alloya and such authorization shall not be unreasonably withheld by Alloya.
- VIII. **Other Operating Rules/By-Laws.** Each party will comply with this MMA, the POAs as applicable, the operating rules of the National Automated Clearing House Association, the Illinois UCC, regulations of the Federal Reserve Board, Office of Foreign Asset Control, Bank Secrecy Act, USA Patriot Act, Dodd-Frank Act, and any additional rules applicable to that party's performance of its obligations under any of the written agreements between Alloya and Member, in existence as of the date of this MMA and as amended from time to time, as applicable

to the particular transfer of funds. Furthermore, Member agrees to abide by all applicable regulations as well as its By-Laws.

- IX. Security Procedures.** Member agrees to follow the commercially reasonable security procedures (“Security Procedures”) adopted or required by Alloya and as amended from time to time, as provided in this MMA and/or in other POAs. Member understands that the use of Security Procedures and system instructions are confidential to Member and that Member takes all risks of accidental disclosure or inadvertent use of Security Procedures by any party other than Alloya or Alloya’s agents. Member will notify Alloya in writing if it does not want to use the Security Procedure specified by Alloya. In this event, Member shall notify Alloya of the security procedure Member wishes to use. Alloya reserves the right in its sole and reasonable discretion whether to agree to accept the Security Procedure Member wishes to use. Member hereby expressly agrees to be bound by any Funds Transfer, whether or not authorized, issued in Member’s name and accepted by Alloya in compliance with the Security Procedure chosen by Member.
- X. Payment of Fees.** Member agrees that it will pay Alloya for fees for any Alloya product and services Member uses, subject to the current negotiated or listed fee schedules as applicable. Disputes of fees must be provided to Alloya within sixty (60) days of the month-end in which the billing dispute occurs. Non-payment of fees may result in closure of Member’s accounts and/or membership expulsion, if any billing or invoice remains unpaid for greater than sixty (60) days.
- XI. Communications.** Member and Alloya agree that all official written communications will be provided as follows:
- 1. Alloya Communication to Member.** Alloya will send communication to the email address it has on file or as designated by Member. Such communications include, but are not limited to, changes to the MMA and/or POAs, Notice of Regular or Special Meetings of the membership, Notice of Board Elections, financial and operational reports, and messages from Alloya’s Chief Executive or other Senior Managers regarding Alloya’s operations. In the event email is not available to Member, or should Member request in writing not to receive official communications via email, Member understands that:
    - (A) It will be responsible for monitoring Alloya systems (public website and Premier View) to see notices of electronic communications and
    - (B) Alloya will provide written communication via U.S. Mail or facsimile when the Member has notified Alloya to do this as an exception, but that notice will be deemed to have been given on the date of the general email communication to the rest of Alloya’s membership regardless of the date written notice is received by Member.
  - 2. Member Communication to Alloya.** Member will send communications to Alloya via email, U.S. Mail or facsimile as determined by Member.
  - 3. “Notice.”** Notice by Member to Alloya regarding this MMA or any POAs as defined in this MMA or any POA shall be given in writing by an Authorized Representative and delivered to the intended party by registered prepaid mail with return receipt requested, email or facsimile to the parties indicated below:

If to:

Alloya Corporate Federal Credit Union  
Attn: Chief Executive Officer  
184 Shuman  
Suite 400  
Naperville, IL 60563  
Email: mgmtmemsvcs@alloyacorp.org  
Facsimile: 630-276-2624

with copy to:

Douglas J. Esp, Esq.  
400 S. Country Farm Road, Suite 200  
Wheaton, IL 60187  
Email: Desp@ekclawfirm.com  
Facsimile: 630-871-0224

Notice by Alloya to Member will be provided to the Chief Executive Officer to the address Alloya has on file at the time of the notice as provided in this Section XIII. Member is responsible for ensuring the address is accurate.

- XII. Notification of Change of CEO.** Member agrees to give prompt written notice of a change in Member's CEO.
- XIII. Termination for Insolvency.** Either party shall have the option to terminate the MMA and/or terminate any product or services provided immediately if the other party is insolvent.
- XIV. Venue.** This MMA shall be governed, construed, and enforced according to the laws of the State of Illinois in DuPage County, Illinois for state court proceedings and the Northern District of Illinois, Eastern Division for federal court proceedings. Venue for actions against Member shall be in the County and State of Member's principal headquarters.
- XV. Electronic/Digital Signature Authorization.** Member agrees that in any communication, acknowledgement, agreement, or contract between itself and Alloya, in which a signature is required or used, that either Member or Alloya may affix a signature by use of an electronic or digital signature, and the electronic or digital signature, when lawfully used by the person whose signature it purports to be, shall have the same force and effect as the use of a manual signature if it is unique to the person using it, is capable of verification, is under the sole control of the person using it, and is linked to data in such a manner that if the data are changed, the digital signature is invalidated. The use of such an electronic or digital signature is governed by the laws of Illinois and subject to any such laws of Illinois that regulate electronic or digital signatures. Except as set forth elsewhere in this document, no other term or provision of the Agreements is affected by this Electronic/Digital Signature Authorization Agreement.
- XVI. Confidentiality.** The parties agree that all information that they receive from the other in the course of Member obtaining services from Alloya is proprietary information of the other. The parties shall use such information solely for carrying out their obligations under this MMA or any POA(s) and shall not disclose such information to any third party, except as may be required to fulfill their obligations under this MMA or any POA(s), or as may be required by law, regulation, or court order, or in response to a properly authorized subpoena. In each such case, the parties agree to disclose only the specific information required and will promptly advise each other of such disclosure. The parties agree to promptly notify the other of any unauthorized disclosure of the other's confidential, and, if applicable, any non-public personal (per Privacy Section herein) information. Each party will protect the other party's confidential information with the same degree of care it uses to protect its own confidential information. This section shall survive termination of the MMC, MMA and POA(s).
- XVII. Funds Transfer.** Member agrees to the following terms for funds transfers:
- 1. General Provisions.** These Rules cover all Funds Transfers and Settlement as defined below between Member and Alloya. Funds Transfers are defined as instructions issued by Member to move funds electronically, telephonically or in writing and as described below and/or in applicable regulation. "Settlement" is defined as the debiting or crediting of Member's account(s) for amounts generated by products and services previously requested or authorized by Member.
    - (A) This MMA incorporates the Illinois UCC (Article 4A) and the Electronic Funds Transfer Act of 1978. All Funds Transfers and Settlement between members of the funds transfer system including Alloya and Member shall be governed by applicable federal or state statute, government rule or regulation. Alloya will process all Funds Transfers on the current business day provided they are properly executed prior to the processing cut-off time.
    - (B) Member will establish and maintain an account at Alloya with balances at all times sufficient to offset any Funds Transfers and against which any rejected Funds Transfers may be credited or debited. Alloya will either charge or credit Member's account for any credit or debit entry initiated

or received, on the settlement date, as defined by the type of product or service. Alloya may, but is not obligated to, make a loan advance to Member to cover any insufficient account balance, which loan advance shall be repaid by Member in accordance with terms and conditions then existing under a separate Borrowing POA for member loan advances or overdraft advances. Member may prefund its account instead of using loan advances for funding any Funds Transfers.

- (C) Each party authorizes the other to record all telephone or oral requests, which recording may be retained for a period specified by the retaining party. These recordings may be used to resolve discrepancies, disputes, or other matters in question.
- (D) Alloya complies with the regulations of the Office of Foreign Asset Control ("OFAC") by performing an OFAC check on all Funds Transfers. This does not eliminate the Member's compliance obligations and responsibilities. Funds Transfers requiring additional OFAC due diligence may be delayed from processing as additional information is obtained and reviewed.
- (E) Alloya will not accept Funds Transfers involving any entity determined to be providing products or services in violation of state or federal law or payments posing a greater risk in the furtherance of illicit finance. Some examples include but are not limited to online gambling companies; unlicensed money services businesses; marijuana-related entities; and Bitcoin (or other virtual currency) related payments. If a payment from Member to such an entity is discovered during Alloya's monitoring process, the payment will be cancelled, and future payments will not be accepted.

**2. Funds Transfers.** Member may desire to initiate Funds Transfers using Alloya, and Alloya may receive Funds Transfers for credit to an account of Member at Alloya or for further transfer to a member of Member via Payment Orders ("Payment Orders"). Outgoing Payment Orders are defined as instructions provided by Member transmitted to Alloya orally, electronically or in writing to pay or cause to be paid a fixed or determinable amount to another financial institution. Incoming Payment Orders are defined as instructions received by Alloya from another financial institution for deposit into a Member's account. Therefore, the parties agree as follows:

- (A) All Payment Orders shall be transmitted utilizing Security Procedures specified in this MMA which are incorporated herein by reference and, as applicable, the security procedures specified in Alloya's other Product Agreement(s).
- (B) Alloya reserves the right not to process any Payment Order for any reason or no reason including but not limited to insufficient funds, improper or insufficient information or any suspected violations of applicable regulations. Alloya will provide Member with timely notification of such rejected transactions.
- (C) Alloya shall not be responsible for losses incurred by any person or institution where a receiving financial institution posts or processes a Payment Order based upon the account number rather than the name of the beneficiary or where an intermediary or beneficiary bank is identified by number, even if they differ. Should such an event occur, Alloya will use its best efforts to help Member recover any and all funds from said transaction.
- (D) Alloya will make every effort to accommodate Member's amendments or cancellations of Payment Orders if they are received by Alloya at a time and in a manner giving Alloya a reasonable opportunity to act before Alloya has processed a Payment Order. After Alloya has processed a Payment Order, no amendment or cancellation will be effective without the agreement of Alloya.

- (E) If Member provides incorrect or outdated forwarding instructions for a Payment Order, or gives no forwarding instructions, Member appoints and indemnifies Alloya or Alloya's processor as Member's agent in determining the correct forwarding instructions for the Payment Order.
- (F) Alloya shall not be liable to Member for any indirect, incidental, consequential, special or any other similar type of damage resulting from late or improper execution or failure to execute a Payment Order to the extent permitted by law.
- (G) Alloya has no obligation to discover and shall not be liable to Member for errors made by Member for a Payment Order. Alloya shall also have no duty to discover and shall not be liable for duplicate Entries issued by Member.
- (H) If Member determines that any Payment Order it has originated was in error, Member must notify Alloya of such error and Alloya will utilize its best efforts on behalf of Member, consistent with this MMA and any applicable Product Agreements, to correct the Payment Order. Alloya, however, will not be liable for any losses resulting from such error. In all cases, it shall be the responsibility of Member to notify its affected members that a Payment Order has been made which is at variance with the member's authorization or is otherwise erroneous.
- (I) Alloya may process all Incoming Payment Orders using the beneficiary account number provided. The account number must be the Member's account number at Alloya. Alloya is not responsible for any loss or delay resulting from acting on the account number, whether or not the account number is consistent with any other designation of the Member on the Payment Order. Alloya is not responsible for the accuracy of an account number or the validity or completeness of any Payment Order.
- (J) For each Payment Order of which Member is the beneficiary, Alloya shall give notice of payment by posting such amounts to the records of Member, or by such other means as Member and Alloya may agree. Alloya will continue to notify Member of the receipt of payments in the periodic statements Alloya provides to Member, and such notice shall be deemed legally sufficient. Payment Orders received after regular processing hours will be processed the next business day.
- (K) If Member requests the reversal or retrieval of a Payment Order, Alloya will make reasonable efforts to obtain these funds, but will not credit Member's account for them until final settlement is received by Alloya.
- (L) Alloya shall retain electronic images or copies of Payment Orders for a period of seven (7) years from the settlement date. At any time prior to the expiration of seven (7) years from the settlement date of any wire transaction, Alloya will, upon Member's request, furnish a readable copy of the Payment Order from the archive maintained by Alloya. A readable copy will continue to be provided after the termination of Agreement.
- (M) Payment Orders initiated telephonically may be subject to a verification callback to the Member. If a Payment Order is selected for a verification callback, Alloya will verify the Payment Order instructions with a System Users duly authorized by a Premier View Administrator ("Authorized Users") other than the creator or last user to modify the instruction. Alloya will perform this callback procedure the same day the Payment Order is received and prior to processing the Payment Order. If Alloya is unable to perform this callback verification for any reason, the Payment Order may be cancelled.
- (N) Outgoing Payment Orders initiated but not completed will be considered stale dated and may be

cancelled by Alloya following the effective date of the transfer.

- 3. Optional OFAC Scan for Funds Transfers.** Member may choose to use Alloya's OFAC scanning services to review its Payment Orders that are subject to OFAC regulations. This does not replace credit union's OFAC due diligence for reviewing every Payment Order processed through the system. By each use of the service, Member (re)affirms that it is familiar and agrees to fully comply with the rules and regulations promulgated by OFAC and the U.S. Department of the Treasury.
- (A) As a standard component of Alloya's OFAC Filtering Services ("OFAC Services"), which Member is agreeing to use, Payment Orders transmitted by Authorized Users will be processed through an initial OFAC Filtering System ("OFAC Filter") operated by Alloya.
  - (B) All Payment Orders entered by an Authorized User will be processed by the OFAC Filter and the results will be generated and returned to Member.
  - (C) If a suspected OFAC match is found, the Authorized User agrees to follow Member's internal policies and procedures and agrees to not override Payment Orders that violate any OFAC sanctions program.
  - (D) Member agrees that Alloya is not bound by Member's decision to override the OFAC Filter results.
  - (E) MEMBER AGREES TO BE RESPONSIBLE FOR MAKING ITS OWN DETERMINATION REGARDING COMPLIANCE WITH THE REQUIREMENTS OF OFAC WITH RESPECT TO EACH PAYMENT ORDER. MEMBER AGREES TO ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH OFAC NONCOMPLIANCE. ALLOYA REPRESENTS AND WARRANTS THAT THE CRITERIA USED FOR THE OFAC FILTER ARE THE SAME IT USES FOR ITS OWN TRANSFERS. EXCEPT AS SET FORTH HEREIN, ALLOYA MAKES NO OTHER REPRESENTATIONS OR WARRANTY REGARDING THE OFAC FILTER'S EFFECTIVENESS AND/OR FITNESS FOR A PARTICULAR PURPOSE.
  - (F) The following watch lists will be included in each scan: OFAC Non-SDN Entities, OFAC Sanctions, OFAC SDN, Primary Money Laundering Concern, OFAC SDN Additions and Modifications and Primary Money Laundering Concern Jurisdictions.
  - (G) Member must select which scan setting Alloya should apply for all scans. The setting determines the match rate between the transaction and the various watch lists. If Member does not indicate a setting, the setting will default to Setting 75.
- 4. Settlement.** Each day Alloya shall debit or credit Member's account(s) for amounts ordered by Alloya for its products and services provided to Member and amounts ordered by Member's Authorized Users for settlement occurring through Alloya.
- (A) If Member disputes a settlement Payment Order generated by an authorized vendor, Alloya will reverse the Payment Order to Member's account after the authorized vendor has generated a reversing Payment Order. To the extent permitted by law, Alloya shall be held harmless by Member from all liability for damage, including reasonable attorney's fees, and other consequences except for those arising directly from errors or gross negligence on Alloya's part in connection with these settlement payments.
  - (B) Settlement generated by any Alloya product or service covered under any POA is governed by this MMA and shall be considered authorized. To obtain Settlement, both vendor and Alloya



originated, Member agrees to establish and maintain an Alloya line of credit. Should Member have insufficient funds in the designated share account maintained with Alloya, at the option of Alloya and under the terms and conditions of the line of credit agreements separately executed, Alloya may extend credit for the amount necessary to permit settlement.

- (C) If at any time Member does not have sufficient collected funds in the Account to pay both (a) a net settlement charge imposed by an FRB or other institution, and (b) all costs, fees, charges, and debits then applicable to the Account under this MMA and any POA(s), Alloya will advance the funds to Member pursuant to credit terms satisfactory to Alloya.

**5. Corporate ACH Receipt.** Member may desire to receive paperless debit and credit Entries transactions through Alloya to its account(s) maintained at Alloya by means of the Automated Clearing House (ACH), and Alloya shall receive transaction detail and settlement for debit or credit to an account of Member at Alloya. Therefore, the parties agree as follows:

- (A) Alloya will act as the Receiving Depository Financial Institution and Member will be the Receiver. Alloya shall, in accordance with the National Automated Clearing House Rules (NACHA Rules), process, transmit, and settle any ACH Payment Order received from ACH Operators for debit or credit to the accounts of its Members. Alloya understands its obligation to provide all payment information, including addenda information, to Member. Payment related remittance information contained in addenda records of CCD and CTX entries will be provided to Member upon request.
- (B) Member will be responsible for notifying Alloya of any unauthorized or improper ACH Entries within the return deadlines as defined by NACHA Rules and prior to Alloya's cutoff time as published in Premier View.
- (C) Credit given by Alloya to Member with respect to an automated clearing house credit Payment Order is provisional until Alloya receives final settlement for such Payment Order through the originating or clearing institution, including Federal Reserve Banks. If Alloya does not receive such final settlement, Member agrees that Alloya shall be entitled to a refund of the amount credited to Member in connection with such Payment Order. If Alloya does not receive final settlement, Member agrees that Alloya may reverse the Payment Order on its records and adjust Member's account accordingly and the Originator shall not be considered to have paid Member the amount of the Payment Order.
- (D) Member may request that Alloya place a block on all incoming ACH Entries resulting in all ACH Entries being returned by Alloya as unauthorized.

**XVIII. Computer Services.** Member desires to initiate certain transactions, requests and reports electronically (hereinafter referred to as "Entries" when referred to collectively or "Entry" when referred to singularly) regarding Member accounts held at Alloya using Alloya's Premier View or Secure File Transfer systems (hereinafter referred to as "Systems" when referred to collectively). Member agrees to the following:

- 1. System Access Documentation and Training.** Alloya shall provide Member with access to and use of the Systems, accompanying operating instructions and procedures (hereinafter referred to as "Documentation") and any updates and changes to the Systems and Documentation from time to time. Alloya will also provide training on Systems to Member personnel periodically.
- 2. Security Procedures.** The protection of Member's data and online transaction processing security are very important to Alloya. Systems has been developed to incorporate several best practice security features. Member agrees that the Security Procedure is commercially reasonable in view of the type, value, and frequency of the entries that Member will request. Alloya may adopt additional security

procedures in the future in its sole discretion. It is the responsibility of Member to ensure that all Member users practice secure procedures with all IDs, passwords, and equipment used to access Systems. Member understands and agrees that Security Procedures are not designed to detect error in the transmission or content of communications or Entries initiated by Member and that Member bears the sole responsibility for detecting and preventing such error. Member is responsible for developing and enforcing procedures and best practices to ensure the proper use of all the System's security features and safeguards.

The following describes the Systems Security Procedures that should be incorporated into Member operations:

- (A) Site Security. Users should only access the Systems Website by typing the URL into the address bar, maintain the link in their browser favorites, or selecting the link from the [www.alloyacorp.org](http://www.alloyacorp.org) site. Users should always check for the browser "lock" icon but understand that this only signifies a secure communication channel, not necessarily a legitimate website.
- (B) Computer Workstation Security. The following steps should be followed to secure Member's computers:
  - (1) Member should keep device operating systems (e.g., example, Windows<sup>®</sup>), Internet browsers (e.g., example, Internet Explorer), and other applications updated with the latest security patches.
  - (2) Member should install anti-virus software on all devices used to access Internet-based applications and services. The anti-virus software and related signature files must be kept up to date.
  - (3) Member should install personal firewall software on all devices used to access Internet-based applications and services. The personal firewall software must be properly installed and regularly updated.
  - (4) Member may be required to install online fraud protection software as provided by Alloya, on all devices used to access the Systems.
  - (5) Member should restrict the administrative rights of devices used to access Internet-based applications and services. Administrative and software installation rights are to be restricted to Authorized Users.
  - (6) PCs with access to Systems should be placed so that monitors and keyboards cannot be easily observed from public areas.
- (C) User Administration. Premier View System allows for two options of user administration:
  - (1) *Corporate Administration*. This option is for Members that desire to have Alloya perform system user administration on behalf of Member. Member will be required to use this option if they have less than three users. If Member elects to have Alloya perform the user administration, Member is responsible for the following:
    - (a) Notifying Alloya of any additions, deletions, or changes to the user authorizations. Notification will be accomplished by completion and submission of a System Authorities Form.
    - (b) Immediately notifying Alloya of any terminated users.



- (c) Performing periodic user reviews to ensure correct authorities are established for all users.
- (2) *Self-Administration.* This option is for Members that desire to perform Premier View user administration themselves. All user administration actions require a second approval in system. If Member performs the administration function themselves, Alloya will establish the initial security administrators for the system and Member is responsible for the following:
  - (a) Adding, deleting, and maintaining user access for all users. This also includes ensuring initial user passwords (one-time use) are distributed in a secure manner.
  - (b) Defining and/or restricting the access each user will have to Premier View through the options presented in the software.
  - (c) Reviewing and approving all user authority additions and changes by a second administrator. Authority changes will not take effect until approved by the second administrator. This affects both the granting and removing of authorities. If the second administrator makes any corrections, all changes are still considered pending and will require another administrator's approval. The initial administrator can approve these changes. Administrators are restricted from making any changes to their own authorities.
  - (d) Immediately deleting any terminated users.
  - (e) Performing periodic user reviews to ensure correct authorities are established for all users.
- (D) Login Name/Password.
  - (1) Each individual user will receive a unique login name and password required for access to the Systems.
  - (2) Users may not use generic terms for their login name.
  - (3) The sharing of user or password information is strictly forbidden. The use of a login name and/or password of another individual is a direct violation of this MMA.
  - (4) Passwords in the Premier View system will be valid for sixty (60) days from the date of issuance. Upon expiration of each sixty (60) day period, the creation of a new password must be completed. Users should use a strong Password that has a minimum of eight characters, a combination of numbers, letters, and punctuation symbols for all Passwords.
  - (5) Passwords in the Secure File Transfer system are administered by Alloya.
  - (6) The Member is responsible for informing each user of their responsibility for safeguarding passwords. Passwords may not be disclosed to any other person, including but not limited to, any other user, administrator, representative or third party.
  - (7) Users should not use the same passwords for Systems that are used for other online accounts.
  - (8) Users must keep passwords safe. Passwords should not be stored in a file on a computer or in a "sticky note" on a monitor or other unsecured location.

(E) System Security Tokens for Premier View.

- (1) Premier View requires all users authenticate with an Alloya provided physical security token (“Token”) in addition to a username and password. Such Tokens will be issued by Alloya and may be changed from time to time at Alloya’s discretion.
- (2) Each user will use a separate Token to access the Premier View system.
- (3) Sharing of Tokens is strictly forbidden. The use of a Token of another individual is a direct violation of this MMA.
- (4) Member is responsible for the following:
  - (a) Ensuring that Tokens are properly secured at all times. This includes Tokens that are in use by Member personnel and any unassigned tokens in Member’s possession.
  - (b) Retrieving the Token from any user that no longer requires access. This will include employees terminated or that have had job responsibility changes. The retrieved Token may be retained at Member and reissued to a new user. If the Token is not recovered, Member should contact the Member Services Department at Alloya immediately.
  - (c) Developing a Token security policy that provides for the physical security of Tokens when not in use while considering contingency planning.

(F) Personal Identification Numbers (PINs). Personal Identification Numbers (“PIN”) are required to perform certain types of transactions within Premier View and/or telephonically. These transactions include, without limitation, the following: template wires, new wires, wire verifications, template member-to-member transfers, member-to-member transfers, cash concentration transfers, and security safekeeping.

- (1) A unique PIN is issued to each individual authorized to perform those transactions that require a PIN.
- (2) PINs are valid for a period of sixty (60) days. Upon expiration of each sixty (60) day period, the user must create a new PIN using the appropriate menu options.
- (3) A new PIN must be selected using the appropriate Premier View menu options if the confidentiality of the PIN has been compromised.
- (4) If a PIN is forgotten or otherwise becomes invalid, a replacement PIN can be generated by Premier View or by the Member’s system administration pursuant to the current Security Procedures.
- (5) Sharing of PINs is strictly forbidden. The use of another individual’s PIN is a direct violation of this MMA.

**3. Outgoing Funds Transfers.**

- (A) All outgoing Funds Transfers initiated via System require verification to be performed by two different authorized Member personnel. The first Authorized User will use his or her secure sign-on and PIN information to enter the applicable wire transfer instructions. The second Authorized

User individual will use his or her secure sign-on and PIN information to verify the wire instructions.

- (B) Member may elect to establish transaction limits and/or thresholds and waive the secondary verification procedure on template-initiated Funds Transfers only by completing a Transaction Limits and Thresholds Voluntary Election form. Member should regularly review user authorities, limits, and thresholds.

**4. Alloya Responsibilities.** Alloya will process Entries received from Member through the Systems according to the instruction from Member received in compliance with the Security Procedures and System Access Documentation as defined in this MMA.

**5. Member Responsibilities.** Member agrees to be bound by any Entry sent through the Systems to Alloya, whether such Entry was authorized in fact by Member, its agents, representatives, employees, or officers, so long as Alloya accepted such Entry in compliance with the Security Procedures as defined in this MMA. Member further agrees to be responsible for:

- (A) Providing and maintaining the necessary computing environment to operate Systems;
- (B) Maintaining documentation provided by Alloya;
- (C) Securing access to Systems and Documentation so it is accessible only to Member employees who are authorized to use the Systems to conduct Member business;
- (D) Communicating with Alloya representatives to obtain assistance and reporting system errors;
- (E) Ensuring terminated Member employees do not have access to Systems and Documentation;
- (F) With respect to each Entry initiated by Member, Member represents and warrants, and will be deemed to have made the same at the time each Entry is initiated by Member, it has complied with all provisions of this MMA and applicable rules;
- (G) The entry, validity and accuracy of all Entries, transactions, and information input into Systems;
- (H) Notifying Alloya immediately of any unauthorized Entries, instances of suspected fraud, money laundering, and terrorist financing;
- (I) Executing appropriate agreements authorizing Member to electronically conduct transactions with Alloya;
- (J) Maintaining an Internet e-mail address, or addresses, to receive information regarding Systems availability, updates, etc.;
- (K) Establishing appropriate internal controls and assuming responsibility for and all risks associated with failure to apply internal controls available within the Systems;
- (L) All aspects of local security administration as set forth in this MMA.

**6. Software Restrictions.** Alloya reserves the right to limit the System's functionality or restrict certain aspects of Systems utilization based upon various factors, including but not limited to, contract status of Member, suspected security breaches, or violation of this MMA.

7. **Exclusion of Liability.** Alloya will not be responsible for any error contained in Payment Order(s) and entry. Alloya will not be liable for any losses resulting from a Payment Order or entry error regardless of whether it was authorized. In all cases, it shall be the sole responsibility of Member to notify its affected customers, members, or vendors/business associates that a Payment Order or Entry has been made which is at variance with the customer's, member's or vendor's/business associate's authorization or is otherwise erroneous. Alloya is neither responsible nor liable for correcting any errors or damage caused by or arising out of Member hardware defects, input errors, software conflicts, loss of telecommunication connections or errors resulting from changes to or modifications of the Systems made by Member. Alloya will not be liable for damage to your system, equipment or software caused by a computer virus.
  8. **Disclaimer of Warranties.** THE SYSTEM IS PROVIDED AS IS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICES AND/OR TRANSACTIONS PROVIDED HEREUNDER.
  9. **System Security.** Alloya will use industry standard anti-malware software and systems to avoid introduction of malware into Alloya's System.
- XIX. Privacy.** In compliance with Consumer Financial Protection Bureau Regulations Part 1016, Alloya delivers this notice regarding our privacy policies to our Members (herein below includes members of our members).
1. **Sources of Non-Public Personal Information.** Alloya collects non-public personal information relating to the customers/members of our Member through the following sources:
    - (A) Electronic transmissions associated with financial transaction processing on behalf of our Member.
    - (B) Applications and other forms from our Member.
    - (C) Other sources, which may include direct contact with our Member or its designated service providers or vendors, its members or credit reporting agencies.
  2. **Disclosure of Non-Public Personal Information.** Alloya does not disclose non-public personal information about our Members or former Members to anyone except as provided by law. In each case where Alloya releases non-public information to a non-affiliated third party, Alloya requires the third party that receives the information to agree to safeguard the information and use it only for authorized purposes. Alloya, and non-affiliated third-party contractors, will not use non-public personal information unless required by law or permitted by contract. These exceptions may include but are not limited to:
    - (A) When requested or authorized to do so by a Member.
    - (B) When Alloya processes Payment Orders initiated by Member.
    - (C) When required by law, regulation, or court order or in response to a properly authorized subpoena (in which case Alloya would release only the specified information requested).
- XX. Compliance with Laws and Regulations.** Both parties agree to comply with applicable laws and regulations.
- XXI. Maintenance of Member Data.** To the extent that Alloya maintains Members' data on Alloya's computer systems, it will seek to ensure that this data is housed on computer systems and supported by staff

domiciled in the United States. This data shall also be accessed only by Alloya staff and/or vendors domiciled in the United States. If Alloya becomes aware of any of Member's data not complying with this standard, it will so notify Member within 60 days.

- XXII. **Invalidity.** The parties hereto agree that each paragraph and provision herein and for each written agreement shall be treated as a separate and independent clause and the enforceability of any one clause shall in no way impair the enforceability of any of the other clauses therein.
- XXIII. **Notice of Security Breach.** Member must ~~promptly~~ notify Alloya as soon as possible, and no later than within 24 hours of determination, of a security breach that is reasonably capable of exploiting or compromising member's use of Premier View and other Alloya systems. Such notification should contain a description of the breach, the date types of data involved, and nature of any security breach mitigation actions the Member has taken. ~~that is reasonably capable of exploiting or compromising member's use of Premier View and other Alloya systems.~~