

Terms and Conditions for My Credit Manager

Use of My Credit Manager is subject to the following My Credit Manager Terms and Conditions, as amended from time to time. YOU MUST ACCEPT THE TERMS AND CONDITIONS BELOW BEFORE YOU WILL BE PERMITTED ACCESS TO My Credit Manager. My Credit Manager is supported by data and services from Equifax Information Solutions, Inc. (the "Equifax Credit Bureau") and its service provider, CSIdentity Corporation, an Equifax company ("CSID") (collectively "Equifax"). As used herein, the terms "MCU," "us," "we," or "our" mean Mountain Credit Union or any affiliate, agent, service provider, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of My Credit Manager "you" or "your" means the individual that is the user of the service. When you use, access, or permit any other person(s) or entity to use or access My Credit Manager you agree to these terms and conditions. We may amend or change these terms and conditions from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail or by posting the updated terms on the MCU website. Please access and review these terms and conditions regularly. If you find the terms and conditions unacceptable to you at any time, please discontinue your use of My Credit Manager (see cancellation section below). Your use of My Credit Manager after we have made such changes available will be considered your agreement to the change.

Eligibility

You must have sufficient credit history in your credit file with Equifax® to generate a Vantage Credit Score and to provide credit report information. If Equifax cannot match you with a credit report or is otherwise unable to obtain your VantageScore Credit Score, you will not be able to use My Credit Manager until such time as you have built a sufficient credit history. We reserve the right to refuse access to My Credit Manager at any time.

Registration and Accurate Information

If you choose to access My Credit Manager, you will be required to provide personal information to register and complete enrollment. You agree to provide accurate information in your registration and not to share your Mountain Credit Union online banking password with third parties. You agree not to impersonate another person or to select or use a username or password of another person. You agree to notify MCU and Equifax promptly of any unauthorized use of My Credit Manager and of any loss, theft, or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your right to access My Credit Manager.

Your Authorization to MCU to Obtain Your Credit Information

By clicking the "Submit" button during enrollment, you are providing written instructions under the Fair Credit Reporting Act and other applicable laws, including similar state laws, for Equifax, including the Equifax Credit Bureau, or any other consumer reporting agency to release your credit report information, for example a VantageScore Credit Score or employment and income information about you, to Mountain Credit Union upon request at any time as long as you are enrolled in the My Credit Manager service. Mountain Credit Union will use this information to provide you with the My Credit Manager service, to market other products from time to time and to prefill and facilitate applications for products and services.

My Credit Manager Services

MCU will be offering My Credit Manager to its online banking and mobile app customers free of charge. Customers will get free access to their credit report, credit score, credit alerts, and debt analysis. A description of My Credit Manager services is set forth below:

- **VantageScore Credit Score**

You agree that by navigating beyond the Credit Score Manager tab in our Online and Mobile Banking Service and continuing beyond the “Agree and Continue” button, or by otherwise accessing or using the Credit Score Manager Third-Party Content, you instruct Mountain Credit Union to periodically obtain your credit report to use it for the following purposes:

- To display your credit score information to you for educational purposes and to assist you in understanding how financial transactions affect your credit score;
- To confirm your identity, such as to identify potential fraudulent transactions in your name; and
- To offer our products and services to you. We will use the information on your customer file to verify your identity without any additional action needed by you. This information includes your name, social security number, birthdate, and address.

When we display your credit score, this is a composite score designed by a third party and its use does not affect your credit score. If you choose to apply for additional products and services we offer (including extensions of credit), we may need to obtain your credit report, which can affect your credit score. We will request additional authorization from you at that time, if required. The score shown is your VantageScore score. Each of the three credit bureaus (Equifax, Experian, and TransUnion) uses a different model to calculate a credit score and each gathers data independently. The credit bureaus pull your information from many different sources (such as lenders, collections, court records) at different times, there will always be discrepancies at any particular time between the reports from each credit bureau. Other financial institutions and companies that provide your credit score use different methods. Some rely on FICO® Score and some rely on VantageScore. Even between those two companies, there are credit scores based on reports from one bureau, two bureaus, or all three bureaus. Your lender (including Mountain Credit Union) may not use VantageScore, so it is possible that your lender will give you a score that differs from your VantageScore. (And your VantageScore may differ from your score under other types of VantageScores). Just remember that your associated risk level often the same even if the number is not. For some consumers, however, the risk assessment of VantageScore could vary, sometimes substantially, from a lender's score. If the lender's score is lower than your VantageScore, it is possible this difference can lead to higher interest rates and sometimes credit denial. The score is eligible for update every 31 days. To update your score, you must log in to online or mobile banking at or after 31 days since enrollment and/or subsequent updates. This service is only available to consumer/retail online banking customers. You may cancel this service at any time by selecting the “Unenroll Credit Score Manager” link found on the Credit Alerts page. Once you have unenrolled from the service, all information will be removed, and you will no longer have access to the old information.

- **Credit Score Simulations**

My Credit Manager has features that estimate how certain changes in your credit behavior may impact your credit score. These features show how these changes may impact the credit score displayed on My Credit Manager which is the VantageScore Credit Score. Simulated scores and score changes simulated by My Credit Manager are only predicted estimates. My Credit Manager does not guarantee that your actual credit score will change by the same amount, in the same way, or at all.

- **Credit Alerts**

Credit Monitoring keeps track of your credit health (credit report and credit related accounts) to help determine if someone is using your identity fraudulently and offers alerts when any new personal information or new credit activity occurs on your Equifax® credit report. Monitoring your credit can help you detect possible identity fraud sooner and prevent surprises when you apply for credit. Credit alerts include new inquiries, address changes, new derogatory information (such as bankruptcies, delinquencies, and over limit), new public record, new accounts opened in your name and many more.

- **Debt Analysis**

Debt Analysis automatically captures and synchronize the debt record listed in the credit report. Your debt-to-income ratio (DTI) refers to the total amount of debt payments you owe every month divided by the gross income you earn each month. A DTI ratio is usually expressed as a percentage. This ratio includes all your total recurring monthly debt — credit card balances, rent or mortgage payments, vehicle loans and more.

Communications

You agree to receive these terms and conditions and all other communications regarding My Credit Manager in electronic format. You agree that by using My Credit Manager all notices, alerts, or other communications which we may be required to give you arising from our obligations under My Credit Manager may be sent to your email address. By enrolling in My Credit Manager, you are consenting to receive these communications. We will continue to honor any opt out requests that you have made for messages from Mountain Credit Union.

Marketing Our Products and Services

You agree that by entering your information and continuing beyond the “Agree and Continue” button, or by otherwise accessing or using My Credit Manager you permit Mountain Credit Union to periodically obtain your credit report to market our products and services to you.

You’re Right to Receive a Free Credit Report from AnnualCreditReport.com

My Credit Manager provides you with your VantageScore Credit Score, related information, and other credit report information. However, it’s important to know that, by law, you also have the right to free credit reports from AnnualCreditReport.com or by calling 877-322-8228, which is the authorized source under federal law for free credit reports. By law, you may obtain one free credit report from each of the three national consumer reporting agencies (Equifax Information Solutions, Inc., Experian, and TransUnion) during any twelve-month period. For more information, go to www.consumerfinance.gov/learnmore.

New Features

We may, from time to time, introduce new features to My Credit Manager or modify or delete existing features at our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

Cancellation

You may terminate your service with My Credit Manager at any time by unenrolling in the product on Mountain Credit Union’s online banking site or Mountain Credit Union’s mobile app. You can do this by navigating to Credit Alerts and then scroll to the bottom of the page and click on the link “Unenroll My Credit Manager” account. Your cancellation will be effective immediately. When you

cancel, it does not affect the validity of any actions taken by us prior to your cancellation or while we are processing it. We may cancel My Credit Manager or change these Terms and Conditions at any time in our discretion.

Trademark Information

My Credit Manager logos, and service marks displayed on this web site (excluding those owned by Equifax® and VantageScore Solutions, LLC) are properties of MCU, its affiliates or their respective third-party owners. Under no circumstances may you alter, modify, or change these logos and service marks. You are prohibited from using these logos for any purpose without written permission.

Limitation of Liability

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, NEITHER MOUNTAIN CREDIT UNION, ITS PARTNERS, NOR EQUIFAX SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF MY CREDIT MANAGER FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF MY CREDIT MANAGER IS AT YOUR SOLE RISK AND THAT MY CREDIT MANAGER AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

No Warranties

YOU ACKNOWLEDGE THAT MOUNTAIN CREDIT UNION, ITS PARTNERS, AND EQUIFAX MAKE NO WARRANTY THAT MY CREDIT MANAGER WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, MOUNTAIN CREDIT UNION, ITS PARTNERS, AND EQUIFAX DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO MY CREDIT MANAGER AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Other Agreements

In addition to these terms and conditions, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either My Credit Manager or products which may be offered to you with your My Credit Manager service, including, but not limited to, any account agreements that apply to any Mountain Credit Union accounts you may have, and with all applicable state and federal laws and regulations. In the event of a conflict between the terms of these

terms and conditions and any applicable Mountain Credit Union account agreements with us, the terms of these terms and conditions will control except as may be otherwise stated herein.

Termination

We may terminate, suspend, or limit your access privileges to My Credit Manager in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these terms and conditions for all purposes. We may determine other eligibility criteria in our sole discretion.

Disputes

In the event of a dispute arising under or relating in any way to these terms and conditions or to My Credit Manager you and we agree to resolve this dispute by looking to these terms and conditions. If there is a conflict between what one of our employees says and these terms and conditions, these terms and conditions shall control.

Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using My Credit Manager and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of My Credit Manager or the use of My Credit Manager by anyone using your account number, PIN, user ID or password or your violation of these terms and conditions or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of these terms and conditions.

Records; Communications

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. Unless otherwise prohibited by law, any communication or material you transmit to us via My Credit Manager or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose. When you give us your mobile phone number, we have your permission to contact you at that number about all your Mountain Credit Union accounts. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

Choice of Law/Successors

These terms and conditions and their enforcement shall be governed by the laws of the State of North Carolina, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. You irrevocably and unconditionally submit to the jurisdiction and venue of the United States District Court for the District of North Carolina, or if such court does not have subject matter jurisdiction, to the courts of the State of North Carolina. These terms and conditions and your use of the My Credit Manager service will be governed by federal law, as well as the law of North Carolina, and will apply no matter where you live or use this account.

Waiver

We will not be deemed to have waived any of our rights or remedies under these terms and conditions unless such waiver is in writing and signed by us. No delay or omission on our part 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.

Severability

If any provision of these terms and conditions conflicts with the law under which these terms and conditions is to be construed or if any provision of these terms and conditions is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these terms and conditions and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

Risk of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

Mountain Credit Union

Any MCU account information provided to you as part of My Credit Manager is not the official record of your MCU account or its activity. Your account statement, furnished to you by us for accounts in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. My Credit Manager information is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

Last Updated - These Terms and Conditions were last updated July 19th, 2023, version 1.