
Alloya's QCASH Product Operating Agreement

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 QCASH Product Operating Agreement ("POA").

- I. **Scope of Service.** Alloya provides the QCASH Service ("Service") that allows Member to facilitate application processing for short-term, closed-end credit to qualified members.
- II. **Authorized Persons.** Alloya shall have no liability to Member in acting upon any notice, request, or authorization, which Alloya believes in good faith has been given by a Member's designated authorized person(s) to utilize the Service without further assurance, investigation, or liability.
- III. **Termination.** If Member terminates this POA within 36 months of initially executing the POA, Member shall pay Alloya an Early Termination fee equal to thirty-six months minus the number of months since this POA was initially executed times the monthly service and support fee in effect at the time of termination per the published fee schedule.
- IV. **Limitations.** Alloya may impose additional requirements, limitations, or restrictions on Member's account without prior notice.
- V. **Modifications.** Alloya reserves the right to change the Service (including the content, appearance, design, functionality and all other aspects thereof), access procedures, tools, web technologies, documentation, format requirements, communications protocols and services offered at any time for any reason, provided however, that any such changes shall not degrade the basic functionality of the Service. In addition, notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Service becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations or any other platform or service provider of Alloya, as determined by Alloya in its reasonable judgment, Alloya may either: (a) cease to provide the affected services, or (b) establish new prices which will apply to the affected services, which prices will be reasonably calculated to cover the costs incurred by Alloya in complying with the applicable laws or regulations.
- VI. **Availability of Service.** Alloya will use commercially reasonable efforts to make the Service available to Member and its Users, except for certain scheduled service and maintenance or in the event of emergency or events of force majeure. Notwithstanding the foregoing, Alloya will not be responsible for any downtime or failure to meet such Service availability goals. Alloya will make good faith efforts to perform service and maintenance to the Service outside peak usage hours. Member acknowledges that availability of the Service may be affected by: (i) telecommunication network activity or capacity; (ii) hardware or service failures; and/or (iii) compatibility with third party communication equipment, Internet access software and/or browsers not in accordance with the Service requirements. Alloya disclaims any and all responsibility for any service interruption in connection with such activity, capacity, failure and/or compatibility. Member is responsible for providing and maintain all equipment and telecommunication services necessary to access the Service.
- VII. **Warranties.** There are no implied warranties regarding the following:
 1. **Service.** Alloya reserves the right to terminate, limit, or change access to any portion of the Service. Member must monitor the Service and inform Alloya of any unauthorized, illegal or irregular activity.
 2. **Viruses.** Alloya will not be liable for damage to Member's systems, equipment or software caused by a computer virus, malware, or other cyber threats.

3. **Third-Party Information.** Alloya assumes no liability regarding information and software of third parties or any website not under Alloya's control (even if linked from, or to, Alloya's website), or for software or hardware developed by any third party (even if linked from, or to, Alloya's website). A link to another website does not signify an endorsement of the site or of any security referenced there.
 4. **As-Is/As-Available.** INFORMATION, SERVICE 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 IS NOT LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE OR FOR YOUR ERRORS.
- VIII. **Limitation of Liability.** IN NO EVENT WILL ALLOYA, 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 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 IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MEMBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ALLOYA 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.
- IX. **Intellectual Property Ownership.** Member acknowledges that Alloya and others retain all rights, title, and interest in and to any and all worldwide intellectual property and proprietary rights embodied in the Service, including, but not limited to, all copyrights, patent rights and trade secret rights, and in the Marks.
- X. **Intellectual Property Indemnity.** ALLOYA SHALL DEFEND, INDEMNIFY AND HOLD MEMBER 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 MATERIALS FURNISHED BY ALLOYA.
- XI. **Security Obligations.** Alloya shall have commercially reasonable security measures in place consistent with the financial institution industry that protect against the loss, misuse, and alteration of Member's credit and financial information (including all nonpublic personal information of Member's members and customers) ("Data") under Alloya's control, and that satisfy the requirements of National Member Administration's ("NCUA") Information Security Regulation, 12 C.F.R. Part 748. Specifically, Alloya will maintain physical, electronic, and procedural safeguards designed to: maintain the security and confidentiality of Data; protect against any anticipated threats or hazards to the security or integrity of Data; and protect against unauthorized access to or use of Data that could result in substantial harm or inconvenience to Member's customers and members. Alloya will encrypt all of Member's Data as it travels over the Internet and Alloya will store Member's Data in encrypted form. Alloya shall restrict access to Member's Data to those of Alloya's employees and that need to use such information in connection with the Program. Alloya may share or transfer Member's credit or financial information to those agents and service providers necessary to support and process Member's transactions, as long as: (a) Alloya requires those agents and service providers to have security and data protection requirements in place equal to or better than the requirements of this Agreement; and (b) Alloya remains responsible for an data breach or breach of confidentiality by those agents and service providers as it relates to the Service. In addition, Alloya agrees to fully disclose to Member any information related to a breach or unauthorized access of Member's data maintained by Alloya and to take appropriate actions to address any incident of unauthorized access, including providing notice to Member as soon as reasonably possible consistent with applicable regulation, of any incident of a security breach, unless prohibited by law, to enable Member to

expeditiously implement its information security response program. An agent, as referenced herein, is a qualified person, organization, or firm, who acts on behalf of Alloya or Member to perform necessary functions.

- XII. Maintenance of Member Data.** To the extent that QCash maintains Members' data on QCash's systems, it will seek to ensure that this data is housed on systems and supported by staff domiciled in the United States. This data shall also be accessed by QCash staff domiciled inside the United States. QCash may use vendors located outside the United States which have access to Members' data. If QCash becomes aware of any of Member's data not complying with these standards, it will notify Member within 60 days.
- XIII. Business Continuity Plan.** Alloya shall have a business continuity plan in place to: (i) address the loss of access to the Service and its third-party providers and/or any Member Data; (ii) minimize the impact of disruptions to Alloya's critical business processes and provide coordinated responses to potential or actual disruptions or data breaches; and, (iii) coordinate restoration activities once a disruption or breach has ended.
- XIV. Accuracy and Review of Member Material.** Member assumes sole responsibility for: (a) the Member Materials and; (b) ensuring that the Member Materials do not infringe or violate any right of any third party.
- XV. Data Backup.** Alloya will make commercially reasonable efforts to back up the Service, including Member Materials. Notwithstanding the foregoing, Alloya will not be the system of record for any Member data and Member is responsible for adopting reasonable measures to limit the impact of such problems, including backing up its data and Member Materials, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Member is also responsible for complying with all local, state, and federal laws pertaining to the upload, use, and disclosure of any data or Member Materials. In the event of termination or expiration of this Agreement or disconnection of the Service, Alloya may delete, in its discretion, any files, programs, data, or messages associated with Member's account.
- XVI. Taxes.** Member shall pay or reimburse Alloya for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed specifically by reason of the performance by Alloya under this Agreement; excluding, however, taxes measured by Alloya's profits, its overall sales, employment and similar taxes incurred in connection with persons performing services for Alloya, and property or other taxes measured in whole or in part by the value of Alloya's assets.
- XVII. Data Protection.** Alloya has implemented, and will maintain, a comprehensive written information security program ("Information Security Program") that includes administrative, technical, and physical safeguards to ensure the confidentiality, security, integrity, and availability of data and to protect against unauthorized access, use, disclosure, alteration or destruction of Data. Except as otherwise provided herein, Member has and retains exclusive ownership and all other rights to all data and personally identifiable information entered into, processed through, or produced from the Member Materials through use of the Service. Member will have a privacy policy posted in the Service that governs how personal information is collected and used by Member and Alloya. Such privacy policy will, at a minimum, grant Alloya the right to use data collected in connection with the Service to provide the Service and for other internal purposes of Alloya, including performance analysis and research and development. Each Party represents and warrants that: (i) it is knowledgeable of, and familiar with, all applicable federal, state, and local laws, rules, regulations, codes, directives, and industry standards relating to privacy applicable to its business ("Privacy Laws"); (ii) it will comply with its respective obligations under any and all applicable Privacy Laws; and (iii) the other Party will have no responsibility for the first Party's compliance with Privacy Laws.
- XVIII. Insurance Option.** Alloya may offer, and Member may request, TruStage's Payment Guard product be supplied with Service. Such insurance will be provided at then current published rates and Member and Alloya agree that all Confidentiality and Data Protection provisions of this Agreement apply.

IN WITNESS WHEREOF, each Party warrants that the signatures below evidence the authorization of the Party to enter into this Agreement on the date indicated and represent that each Party has been duly authorized by its respective Board of Directors to enter into this Agreement.

Accepted By:

ALLOYA CORPORATE
FEDERAL CREDIT UNION

ELIGIBLE ORGANIZATION

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Date Effective: _____

Date Effective: _____

Notice Address: 184 Shuman
Suite 400
Naperville, IL 60563