

Paycheck Protection Program Loan Terms of Service

I, the authorized representative of the borrower submitting the application (“Borrower”), understand that Community First Credit Union (“Lender”) has made available to me, solely as an accommodation, a platform (the “Electronic Application Platform”) that will permit me to complete and submit my Paycheck Protection Program Request (the “Request”) electronically.

In consideration of being permitted to use the Electronic Application Platform, I hereby certify, covenant, and agree, on my own behalf and on behalf of Borrower, as follows:

1. I certify that all information contained in the Request or otherwise delivered by me from time to time in connection with the Request is true in all material respects.
2. I understand and acknowledge that Lender is making the Electronic Application Platform available to me solely as an accommodation, and Lender does not guarantee the proper functioning or accuracy of the Electronic Application Platform or any calculations that may be produced thereby.
3. All services in connection with the Electronic Application Platform (“Services”) must be initiated by use of a password (“Password”). You may change your Password from time to time, as provided in the Services. It is recommended that you do not use your social security number, birthday, or other codes that may be easy for others to determine as your Password. No Lender employee will ever ask for your Password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. If you authorize another person to use your Password, that person can use the Services to view any information or initiate any transaction on any of the accounts to which you have access, including viewing information or initiating transactions on accounts to which that person would not otherwise have access. As such, sharing your Password is strongly discouraged by the Lender, and is done at your own risk. If a third party should gain access to your Password, you alone are responsible for changing the Password so as to deny the third party's access to your information. Lender will not be liable for any damages or loss arising from or related to wrongful access by a third party. **YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE DEEMED THE SAME AS YOUR WRITTEN SIGNATURE, AUTHORIZING LENDER TO COMPLETE ANY TRANSACTION COMMUNICATED THROUGH OUR SERVICES.** Never leave your computer or phone unattended while using the Services. Always exit and “log out” after viewing your accounts. Failure to do so may result in unauthorized third party access to your accounts without the use of your Password. Contact us immediately if you believe your Password has been compromised.
4. Use of the Electronic Application Platform is restricted to authorized users. You agree to use Services solely for the purpose intended. If any possible suspicious or criminal activity is detected, system records may be provided to the necessary law enforcement officials.
5. If you fail to log in after 365 days, we may terminate your access. The Electronic Application Platform is available to you for your convenience 24 hours a day, 7 days per week. However, due to system maintenance, some or all of the Services may be down.
6. To be able to use the Electronic Application Platform, you will need access to an internet browser, preferably, Chrome. You are solely responsible for security of the hardware and software. It is highly recommended and generally good practice to install and run software to actively protect from computer viruses and other related malware.
7. I understand and acknowledge that Lender is not providing any tax, legal or accounting advice in connection with the Request or the Electronic Application Platform, that I have consulted with my own advisors on these matters, that I am solely responsible for the accuracy of the data used to calculate Borrower’s loan amount, and that I am solely responsible for the actual calculation of the forgiveness amount.
8. I hereby waive, release and forever discharge Lender, its affiliates, and its and their respective attorneys, consultants, directors, officers, employees, agents, partners, members, successors or assigns (collectively, the “Parties”) of and from any and all claims, suits, judgments, costs, losses, fines, penalties,

damages, liabilities, and expenses, including expert witness fees and legal fees, charges and disbursements of any counsel (including in-house counsel fees and allocated costs) of whatsoever kind or nature, whether heretofore, now existing or hereafter arising, or which could, might, or may be claimed to exist, whether known or unknown, at law or in equity, liquidated or unliquidated, which I now have, or may have in the future against the Parties in any manner on account of, arising out of, or in any way as a result of the Electronic Application Platform or these terms of service, including, without limitation, due to any inaccuracy in any calculations produced by the Electronic Application Platform. This release shall be given full force and effect according to each of its expressed terms and provisions including those relating to unknown and unsuspected claims, damages and causes of action. I hereby agree to assume the risk of any and all unknown, unanticipated or misunderstood defenses, claims, contracts, liabilities, indebtedness and obligations which are released, waived and discharged by these terms of service, and hereby waive and relinquish all rights and benefits which I might otherwise have under any law, to the extent such law may be applicable, with regard to the release of such unknown, unanticipated or misunderstood defenses, claims, contracts, liabilities, indebtedness and obligations. To the extent that such laws may be applicable, I hereby waive and release any right or defense which I might otherwise have under any other law or any applicable jurisdiction which might limit or restrict the effectiveness or scope of any of their waivers or releases hereunder.

9. I hereby agree to indemnify, defend and hold harmless the Parties from and against any and all claims, suits, judgments, costs, losses, fines, penalties, damages, liabilities, and expenses, including expert witness fees and legal fees, charges and disbursements of any counsel (including in-house counsel fees and allocated costs) for any of the Parties, arising out of, in connection with, or as a result of: (a) the Electronic Application Platform or this agreement, or (b) any actual or prospective claim, litigation, investigation or proceeding relating to the foregoing, whether based on contract, tort or any other theory, whether brought by any third party or by myself, and regardless of whether any Party is a party thereto.

10. I understand and acknowledge that these terms of service are governed by the law of Wisconsin.

11. Nothing contained herein shall modify any Promissory Note between Lender and Borrower.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THESE TERMS OF SERVICE. I FURTHER ACKNOWLEDGE THAT BY SUBMITTING A REQUEST USING THE ELECTRONIC APPLICATION PLATFORM, I AM VOLUNTARILY ACCEPTING THE TERMS OF SERVICE HEREOF, ON MY OWN BEHALF AND ON BEHALF OF BORROWER, WITH FULL KNOWLEDGE OF THE CONTENT HEREOF.