

WRIGHT PATT CREDIT UNION, INC.

Wireless Service Terms of Use

BY CONNECTING TO THIS WIRELESS NETWORK (the "Service"), YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS WIRELESS TERMS OF USE ("TERMS OF USE") BETWEEN YOU AND WRIGHT PATT CREDIT UNION, INC. ("WPCU"), UNDERSTAND THEM, AGREE TO BE LEGALLY BOUND BY THEM, AND HAVE THE LEGAL CAPACITY TO DO SO. If you do not agree to these Terms of Use, do not use or access the Service.

The Service is controlled and operated from the United States, and is not intended to subject WPCU to the laws or jurisdiction of any state, country or territory other than that of the United States. You are responsible for complying with all local laws, rules and regulations. WPCU reserves the right to charge fees in connection with the Service, or to suspend or discontinue the Service, in whole or in part, at any time and in WPCU's sole discretion. The Service may not be available in all WPCU locations, and may not be accessible from all devices.

Your Responsibilities:

Use of the Service is at your own risk. There are privacy and security risks associated with connecting to the Internet over wireless communications. The Service is not encrypted or secured in any way, and any material or other communications that you transmit or receive using the Service may be accessible to third parties. While using the Service, you assume full responsibility and risk for: (i) your own privacy and security; (ii) implementing any safeguards you deem to be appropriate to protect and secure your privacy and systems; and (iii) evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online. Further, you agree to release, indemnify and hold WPCU harmless from any and all claims, expenses, damages, fines or penalties which you may incur or allege to have incurred as a result of your use or attempted use of the Service. Your obligation to indemnify WPCU survives your use of the Service and termination of your access to the Service.

Monitoring & Confidentiality:

WPCU has the right (but not the obligation) to monitor and/or screen your communications and activities via the Service during transmission and in connection with use of this Service. WPCU may access, preserve, or disclose any such information for purposes of ensuring your compliance with these Terms of Use and applicable law, cooperating with legal authorities, and otherwise protecting the rights, property and interests of WPCU, its members, and its guests. WPCU cannot assure that your communications or activities will be private or secure during your use of the Service. YOU DO NOT HAVE AN EXPECTATION OF PRIVACY OR CONFIDENTIALITY WHEN USING THE SERVICE. For further information regarding WPCU's collection, use and disclosure of information collected in connection with your use of the Service, please see the WPCU Wireless Service Privacy Notice, below.

Prohibited Use:

You agree not to use the Service to transmit or receive any material or other communications that: (i) are unlawful, malicious, fraudulent, harassing, obscene, indecent, tortious or harmful to WPCU, its members, its guests, or any other party; (ii) violate another's intellectual property, privacy or other rights (including by intercepting, collecting or harvesting any material or other communications transmitted or received by other users of the Service); or (iii) otherwise interfere with the operation, use or enjoyment of the Service or any other service, system or property. In addition, you may not use the Service to transmit or receive any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is harmful or invasive, or may, or is intended to, damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment. WPCU has the right (but not the obligation), at any time and at its sole discretion, to block inappropriate material, websites or other resources, and/or suspend or terminate an individual's access to the Service for engaging in these prohibited uses, or for any other reason or no reason at all.

Disclaimers:

THE SERVICE IS PROVIDED SOLELY AS A CONVENIENCE TO YOU, "AS IS" AND "AS AVAILABLE". WPCU AND ITS AFFILIATES, MEMBERS, DIRECTORS, OFFICERS, MEMBERS AND AGENTS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES: (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; OR (ii) THAT ACCESS TO OR USE OF THIS SERVICE OR ANY PART THEREOF WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR SECURE, OR THAT PROBLEMS WILL BE CORRECTED, EVEN IF WPCU IS ON NOTICE OF SUCH PROBLEMS. YOU AGREE THAT NO ADVICE OR INFORMATION GIVEN BY WPCU OR ITS EMPLOYEES SHALL CREATE ANY WARRANTY. YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, ACCESSED THROUGH USE OF THE SERVICE IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO THOSE THIRD-PARTY SITES AND RESOURCES.

Limitation of Liability:

WPCU AND ITS AFFILIATES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF DATA OR CONFIDENTIALITY OR SECURITY, OR OTHER SIMILAR DAMAGES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE, EVEN IF WPCU IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

Miscellaneous:

WPCU reserves the right to make changes to these Terms of Use at any time, and such changes will be effective immediately upon being posted. Each time you use the Service, you should

review the current Terms of Use. To tell when the most recent updates were made, see the date at the bottom of the Terms of Use. Your continued use of the Service will indicate your acceptance of the current Terms of Use. Any material change to these Terms of Use will not be applied retroactively to any claim or dispute between you and WPCU in connection with these Terms of Use that arose prior to the applicable material change.

If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provision. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. These Terms of Use (i) will be governed by and construed in accordance with the laws of Ohio; and (ii) constitute the entire agreement between you and WPCU regarding the accepted use and terms of the Service.

WPCU Wireless Service Privacy Notice

At WPCU, we value your trust. We want you to know how we collect, use, share and protect information about you. This notice specifically covers how we collect, use, share, and protect information about you in connection with your use of the WPCU Wireless Service ("Service"). To view information about other privacy practices, please see the [WPCU Privacy Policy](#).

What Information is Collected and How Do We Use It?

WPCU does not currently engage in any data collection activities in connection with use of the Service in accordance with this Agreement. However, WPCU reserves the right, in its sole discretion to monitor and collect information regarding your activity. This may include, but is not limited to, information related to the type of device, IP address, and browser used to access the Service, the nearest WPCU location to your access point, and the length, activity and frequency of your use of the Service. WPCU reserves the right to utilize such data for legal compliance and to ensure the optimization of its internal processes as they relate to furnishing this Service and other services to our members and the general public.

How is this Information Shared?

(i)WPCU and its affiliates

We may share information we collect within the WPCU family, which includes WPCU subsidiaries and affiliates. The WPCU family may use this information to offer you products and services that may be of interest to you.

(ii)Service Providers

We may share information with companies that provide support services to us (such as a mobile marketing provider) or that help us market our products and services. These companies may need information about your use of the Service in order to perform their functions.

(iii) Sharing with Other Companies (for their marketing purposes)

We may share information with vendors, business partners and other organizations which are not part of the WPCU family. These companies and organizations may use the information we share to provide special offers and opportunities to you.

(iv) Legal Requirements

We may access, preserve, or disclose information you provide to us for purposes of ensuring your compliance with the WPCU Wireless Terms of Use and applicable law, cooperating with legal authorities, and otherwise protecting the rights, property and interests of WPCU and its guests and members.

How is this Information Protected?

WPCU maintains administrative, technical and physical safeguards to protect your information.

Information about Children

We recognize the particular importance of protecting privacy where children are concerned. The Service is not directed to children under the age of 13 and any user under age 13 should have parental or guardian permission before engaging the Service. We are committed to protecting children's privacy and we do not knowingly collect personally identifiable information online from children under the age of 13. If a child under the age of 13 has provided us with personally identifiable information, we ask that a parent or guardian contact the Marketing team at (800) 762-0047 or contactus@wpcu.coop.

How Do You Contact WPCU?

Mail: Wright-Patt Credit Union, Inc.

3560 Pentagon Blvd.

Beavercreek, OH 45431

Phone: (800) 762-0047

E-mail: contactus@wpcu.coop

Last Updated: April 29, 2019