

OFFICIALS FEDERAL CREDIT UNION

TERMS OF SERVICE

Effective Date: March 15, 2026

These Terms of Service (“Terms”) constitute a legally binding agreement between Officials Federal Credit Union (“OFCU,” “we,” “us,” or “our”), and you, the individual or entity accessing or using our Services (“You” or “User”).

By clicking “I Accept,” registering for an account, subscribing to any plan, or otherwise accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy at www.officialscu.com/privacy-policy, which is incorporated herein by reference. If you are using the Services on behalf of a business or organization, you represent that you have authority to bind that entity to these Terms.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN A MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER (SECTION 16). GOVERNMENT ENTITIES ARE EXEMPT FROM THE ARBITRATION REQUIREMENT PER SECTION 16(A). INDIVIDUAL CONSUMERS MAY OPT OUT OF ARBITRATION WITHIN 30 DAYS OF FIRST ACCEPTING THESE TERMS PER SECTION 16(B).

1. Definitions

“Services” means the OFCU platform, software, applications, APIs, and all related tools, features, and content provided by OFCU, including credit union services and related product lines, as made available from time to time.

“User Content” means any data, text, files, information, or other content submitted, uploaded, or transmitted by you through the Services.

“Authorized User” means an individual who accesses the Services under a subscription or account held by you or your organization.

“Government Entity” means any federal, state, or local governmental body, public agency, or instrumentality organized under applicable law.

“Subscription” means a paid plan granting access to designated features of the Services for a defined period.

2. Eligibility

By accessing or using the Services, you represent and warrant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Services; (c) your use of the Services complies with all applicable laws and regulations; and (d) if you are accepting these Terms on behalf of an entity, you have authority to bind that entity.

Our Services are not directed to children under the age of 13. We do not knowingly collect personal information from children under 13. If you become aware that a child under 13 has provided us with personal information, please contact us at help@officialscu.com.

3. Accounts & Registration

To access certain features of the Services, you must register for an account. When registering, you agree to provide accurate, current, and complete information and to keep it updated at all times. You are solely responsible for: (a) maintaining the confidentiality of your account credentials; (b) all activity that occurs under your account; and (c) ensuring that any Authorized Users comply with these Terms.

If you believe your account has been compromised, you must notify us immediately at help@officialscu.com. OFCU will not be liable for any losses resulting from unauthorized use of your account.

OFCU reserves the right to suspend or terminate accounts that violate these Terms, contain inaccurate registration information, or have been inactive for an extended period, with notice where practicable.

4. Services Overview & AI-Powered Features

A. Service Description

OFCU provides an AI-first software platform offering solutions across three areas: Embedded Finance (tools for financial product integration and management), Business Optimization (automation, analytics, and workflow tools), and Venture Hub (tools to identify and support growth opportunities). Specific features available to you depend on your Subscription plan.

B. AI-Powered Features

Certain features of the Services are powered by artificial intelligence, including third-party AI APIs (such as those provided by OpenAI or similar providers). By using AI-powered features, you acknowledge and agree that:

- AI-generated outputs are provided for informational and productivity purposes only and do not constitute professional financial, legal, tax, investment, or business advice.
- OFCU does not use your User Content or Personal Information to train, develop, or improve generalized AI or machine learning models, whether proprietary or third-party.
- Inputs you submit to AI-powered features may be transmitted to third-party AI providers solely to generate a response. Those providers are governed by their own terms and privacy policies.
- AI outputs may be inaccurate, incomplete, or inappropriate for your specific circumstances. You are solely responsible for evaluating and verifying any AI-generated output before relying on it.
- You may not use AI-powered features to generate content that is unlawful, harmful, deceptive, or in violation of any third-party rights.

C. Service Modifications

OFCU reserves the right to modify, suspend, or discontinue any aspect or feature of the Services at any time, with or without notice. OFCU shall not be liable for any modification, suspension, or discontinuation of the Services or any resulting loss of access to your data. You are solely responsible for retaining backup copies of your User Content.

5. License Grant & Restrictions

A. License to You

Subject to your compliance with these Terms and payment of applicable fees, OFCU grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Services during your active Subscription period solely for your internal business or personal purposes.

B. Restrictions

You may not:

- Reproduce, distribute, publicly display, or publicly perform any part of the Services
- Modify, adapt, translate, or create derivative works based on the Services or any content therein
- Sell, sublicense, rent, lease, or transfer access to the Services to any third party
- Remove or alter any copyright, trademark, or proprietary notices
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of any software component of the Services
- Use automated tools (bots, scrapers, crawlers, or similar) to access or extract data from the Services
- Circumvent or interfere with any security, access control, or authentication feature of the Services
- Use the Services to develop a competing product or service
- Use the Services in any manner that violates applicable federal, state, or local law

C. Ownership

The Services, including all visual interfaces, graphics, software, algorithms, data compilations, and AI models developed by OFCU, are and remain the exclusive intellectual property of OFCU, Inc. or its licensors, protected by U.S. and international intellectual property law. Nothing in these Terms transfers ownership of any intellectual property to you.

6. User Content

A. Your Ownership

You retain ownership of your User Content. By submitting User Content to the Services, you grant OFCU a worldwide, non-exclusive, royalty-free license to use, reproduce, process, and display your User Content solely as necessary to provide, operate, and improve the Services. This license ends when you delete your User Content or terminate your account, except to the extent copies have been retained in routine backups.

B. Your Responsibilities

You are solely responsible for your User Content and the consequences of submitting it. By submitting User Content, you represent and warrant that: (a) you own or have the necessary rights to submit it; (b) your User Content does not violate any third-party intellectual property, privacy, or other rights; and (c) your User Content does not contain malicious code, false information, or unlawful material.

C. OFCU's Rights

OFCU does not routinely monitor User Content but reserves the right to review, remove, or disable access to any User Content that violates these Terms, applicable law, or our policies, without notice and without liability to you.

7. Acceptable Use

You agree to use the Services only for lawful purposes and in accordance with these Terms.

You agree not to:

- Use the Services for any illegal purpose or in violation of any applicable law or regulation
- Harass, threaten, defame, or harm any other user or third party
- Impersonate any person or entity or misrepresent your affiliation
- Attempt to gain unauthorized access to any part of the Services, our systems, or other users' accounts
- Interfere with or disrupt the integrity, security, or performance of the Services
- Upload or transmit viruses, malware, or any other harmful or disruptive code
- Use the Services to send unsolicited commercial communications (spam)
- Take any action that imposes an unreasonable or disproportionate load on OFCU's infrastructure
- Use the Services in connection with fraudulent activity, including identity theft or financial fraud
- Use AI-powered features to generate deceptive, harmful, or unlawful content

8. Payment Terms

A. Fees

Certain features of the Services require payment of fees. All fees are stated in U.S. dollars. Before being charged, you will have the opportunity to review and accept applicable fees. You are responsible for all applicable taxes on your use of the Services.

B. Subscriptions & Recurring Billing

If you activate a Subscription, you authorize OFCU or its third-party payment processor to charge your designated payment method on a recurring basis for the selected Subscription period (monthly or annual, as applicable). Your Subscription will automatically renew at the end of each period unless you cancel before the renewal date. To cancel, contact us at help@officialscu.com or use the account settings. Cancellation takes effect at the end of the current billing period; no partial-period refunds are provided unless required by law or a separate written agreement.

C. Price Changes

OFCU may change fees for the Services upon advance notice by email or through the platform. Your continued use of the Services after a price change takes effect constitutes acceptance of the new pricing. Promotional pricing offered to other users does not apply to your account unless specifically offered to you.

D. Payment Authorization

By providing a payment method, you represent that you are authorized to use it and you authorize OFCU to charge all applicable fees. OFCU may seek pre-authorization of your payment method before processing a charge.

E. Delinquent Accounts

OFCU may suspend or terminate access to the Services for any account with amounts past due. Delinquent accounts may also be subject to collection fees and costs incidental to any chargeback or collection proceeding.

F. Refunds

Except as required by applicable law or as expressly stated in a separate written agreement, all fees paid are non-refundable. If OFCU discontinues the Services entirely without cause, we will refund the pro-rata unused portion of any prepaid Subscription fees.

G. Billing Errors

If you believe an error has been made on your invoice or charge, notify us within sixty (60) days. We will investigate and correct confirmed errors. If you do not notify us within 60 days, you release OFCU from liability for that error.

9. Third-Party Services & Integrations

The Services may integrate with or provide access to third-party platforms, APIs, and services (including payment processors, AI providers, and social media platforms). Your use of any third-party service is subject to that provider's own terms and privacy policy. OFCU is not responsible for the availability, accuracy, or practices of any third-party service.

When you use tools within the Services that export or import data to or from third-party services, you authorize OFCU to facilitate that transfer. You are responsible for reviewing and complying with the terms of any third-party service you connect.

10. SMS Communications

If you opt in to receive SMS messages from OFCU, you agree to the SMS Communications Policy set forth in our Privacy Policy at www.officialscu.com/privacy-policy, including message frequency disclosures, opt-out procedures, and carrier terms. SMS consent is not a condition of purchasing or using the Services.

11. Intellectual Property & DMCA

All content on officialscu.com and within the Services—including text, graphics, logos, software, AI models, and platform architecture—is the property of OFCU, Inc. or its licensors and is protected by U.S. and international intellectual property law.

OFCU respects the intellectual property rights of others and complies with the Digital Millennium Copyright Act (DMCA). If you believe that content on the Services infringes your copyright, please send a written notice to help@officialscu.com that includes: (1) identification of the copyrighted work claimed to be infringed; (2) identification of the allegedly infringing material and its location on our platform; (3) your contact information; (4) a statement of good faith belief

that the use is not authorized by the copyright owner; and (5) a statement of accuracy under penalty of perjury, signed by you or your authorized agent.

12. Disclaimers & Limitation of Liability

A. Disclaimer of Warranties

THE SERVICES ARE PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AI-GENERATED OUTPUTS ARE PROVIDED WITHOUT WARRANTY OF ACCURACY, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE.

B. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OFCU’S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO OFCU IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100). OFCU SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFITS DAMAGES, INCLUDING LOSS OF DATA OR BUSINESS INTERRUPTION, EVEN IF OFCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THESE EXCLUSIONS OR LIMITATIONS, SO THEY MAY NOT APPLY TO YOU.

C. Carve-Outs from Limitation

The liability cap in Section 12(B) does not apply to: (1) damages arising from your infringement of OFCU’s intellectual property rights; (2) damages arising from breach of confidentiality obligations; or (3) your indemnification obligations under Section 13.

13. Indemnification

You agree to indemnify, defend, and hold harmless OFCU, Inc. and its affiliates, officers, directors, employees, partners, and agents from and against any claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from: (a) your use of the Services in violation of these Terms; (b) your User Content; (c) your infringement of any third-party intellectual property or other rights; or (d) your breach of any representation, warranty, or obligation under these Terms.

14. Term, Suspension & Termination

A. Term

These Terms are effective from the date you first access or use the Services and remain in effect until terminated by either party as provided herein.

B. Termination for Cause

Either party may terminate these Terms upon written notice if the other party: (1) commits a material breach and fails to cure it within thirty (30) days of receiving written notice specifying the breach; (2) becomes insolvent or files for bankruptcy protection; or (3) engages in conduct that violates applicable law in connection with the Services. OFCU may suspend your access immediately, without prior notice, where necessary to prevent harm to the platform, data, or other users, and will provide written notice of the basis for suspension promptly thereafter.

C. Termination or Cancellation by You

You may cancel your account or Subscription at any time through your account settings or by contacting help@officialscu.com. Cancellation does not relieve you of any obligation to pay fees accrued prior to cancellation. Upon cancellation, your access to the Services ends at the conclusion of your current billing period.

D. Termination by OFCU

OFCU may terminate or suspend your access to the Services for material breach of these Terms, non-payment, or legal compliance reasons, following the cure process in Section 14(B) except where immediate action is required to protect the platform or other users.

E. Effect of Termination

Upon termination or expiration for any reason: your license to use the Services ends immediately; you must cease all use of the Services; and data stored in your account may not be retrievable after a reasonable wind-down period. Sections 1, 5(C), 6, 11, 12, 13, 15, 16, 17, 18, 19, 20, and 21 survive termination.

15. Changes to Service & Terms

OFCU may modify or discontinue features of the Services at any time. We will notify you of material changes to these Terms by email or through the platform. Your continued use of the Services following notice of changes constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Services and cancel your Subscription.

16. Dispute Resolution & Arbitration

A. Government Entity Exemption

If you are a Government Entity (as defined in Section 1), the arbitration and class action waiver provisions in this Section 16 do not apply to you. Disputes involving Government Entities shall be resolved exclusively in state or federal courts located in Cache County, Utah, under the laws of the State of Utah.

B. Consumer Opt-Out Right

If you are an individual consumer (not a business entity), you may opt out of the arbitration agreement in this Section 16 by sending written notice to help@officialscu.com within thirty (30) days of first accepting these Terms. Your notice must include your name, account email address, and a clear statement that you are opting out of arbitration. If you opt out, disputes will be resolved in state or federal courts in Cache County, Utah, as set forth in Section 16(F).

C. Mandatory Arbitration for Non-Exempt Users

For all Users who are not Government Entities and who have not timely opted out under Section 16(B), any dispute, claim, or controversy arising out of or relating to these Terms, the Services, or the breach, termination, enforcement, interpretation, or validity thereof (“Dispute”) shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (for business users) or Consumer Arbitration Rules (for individual consumers), as applicable and as modified by this Section. The arbitration shall be conducted in Cache County, Utah, or via remote hearing by mutual agreement. Judgment on any award may be entered in any court of competent jurisdiction.

D. Arbitration Procedures

The arbitrator shall have exclusive authority to resolve any Dispute, including threshold questions of arbitrability. Either party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction in Cache County, Utah, pending arbitration, without waiving the right to arbitrate. The arbitrator’s award shall be final and binding, except that either party may appeal an award involving more than \$250,000 to a panel of three AAA arbitrators.

E. Class Action Waiver

ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR PROCEEDING. IF THIS CLASS ACTION WAIVER IS FOUND UNENFORCEABLE AS TO A PARTICULAR DISPUTE, THAT DISPUTE SHALL PROCEED IN COURT AND NOT IN ARBITRATION.

F. Jury Trial Waiver

TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT (INCLUDING DISPUTES INVOLVING GOVERNMENT ENTITIES, CONSUMERS WHO OPT OUT, OR CLAIMS CARVED OUT FROM ARBITRATION), EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL.

G. Governing Law & Venue

These Terms are governed by the laws of the State of Utah, without regard to its conflict of laws principles. For all non-arbitration proceedings, the exclusive jurisdiction and venue is state or federal courts located in Cache County, Utah, and each party consents to personal jurisdiction in those courts.

17. Force Majeure

Neither party will be liable for any delay or failure to perform obligations under these Terms (other than payment obligations) to the extent caused by circumstances beyond that party’s reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, government action, cyberattacks, internet or utility outages, or third-party service provider failures. The affected party must notify the other promptly and use reasonable efforts to resume performance. If a force majeure event continues for more than sixty (60) days, either party may terminate the affected Services without liability by providing written notice.

18. Limitation Period

Any claim arising out of or relating to these Terms or the Services must be brought within one (1) year after the date the claim first accrued. Claims not brought within this period are permanently barred. This limitation applies to both parties and their respective successors and assigns, to the fullest extent permitted by applicable law.

19. Assignment

OFCU may assign these Terms, in whole or in part, at any time, including in connection with a merger, acquisition, or sale of assets, without prior notice to you. You may not assign these Terms or any rights hereunder without OFCU's prior written consent. Any attempted assignment by you without such consent is void. These Terms bind and inure to the benefit of each party's permitted successors and assigns.

20. Electronic Notices & Consent

You consent to receive notices, disclosures, and communications from OFCU in electronic form, including by email to your registered address or by posting within the platform or on officialscu.com. Electronic notices are deemed received on the date transmitted. You are responsible for maintaining a current, valid email address in your account.

You may withdraw consent to electronic notices, but doing so may result in suspension or termination of your account. To contact OFCU, email help@officialscu.com.

21. General Provisions

Entire Agreement

These Terms, together with the Privacy Policy and any separately executed written agreement or order form, constitute the entire agreement between you and OFCU regarding the Services and supersede all prior or contemporaneous representations, discussions, understandings, or agreements, whether written or oral. In the event of any conflict between these Terms and a separately executed written agreement, the written agreement controls to the extent of the conflict. No statement by any OFCU representative modifies these Terms unless confirmed in a signed written amendment.

Severability

If any provision of these Terms is held invalid, illegal, or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remaining provisions will continue in full force and effect.

Waiver

No failure or delay by OFCU in exercising any right under these Terms constitutes a waiver of that right. No waiver of any breach constitutes a waiver of any subsequent breach.

No Third-Party Beneficiaries

These Terms are for the benefit of the parties only and do not create any rights in any third party.

Non-Discrimination

OFCU is committed to providing services that uphold the principles of inclusivity and equality. We do not discriminate based on race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status.

Headings

Section headings are for convenience only and do not limit or affect the interpretation of any provision.