

ALASKA USA FEDERAL CREDIT UNION BIOMETRIC ID SERVICE TERMS AND CONDITIONS

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN THE ALASKA USA FEDERAL CREDIT UNION BIOMETRIC ID SERVICE (THE "SERVICE"). BY ENABLING THE SERVICE ON YOUR MOBILE DEVICE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("AGREEMENT") AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT.

This Agreement is in addition to and shall be read in conjunction with the Terms and Conditions of the Alaska USA UltraBranch ("UltraBranch") Service Application and Agreement. You may review the UltraBranch Terms and Conditions online by visiting www.alaskausa.org/onlineaccess-terms. In the event of any conflict or inconsistency between this Agreement and the UltraBranch Terms and Conditions, this Agreement shall prevail.

1. Definitions. The following definitions apply to the terminology used in this Agreement:

"Us", "we", or "our" refers to Alaska USA Federal Credit Union ("Alaska USA").

"You" and "your" mean the Account Owner or Authorized Signer.

"Biometric ID" is a mechanism for measurement and analysis of a person's physical attributes, including but not limited to fingerprints or faces, as a means of verifying personal identity.

A "Mobile Device" is a mobile telephone, electronic device or tablet with Biometric ID hardware operating on Apple iOS 8 or Android 6.0 (or newer) systems.

2. Use Requirements. To use the Service, you will need to:

- a. Be a member of Alaska USA and a valid user of UltraBranch;
- b. Have installed the Alaska USA Mobile Application ("Alaska USA app") on your Mobile Device;
- c. Have at least one Biometric ID mechanism activated on your Mobile Device; and
- d. Comply with this Agreement.

3. Service Description. The Service is an optional authentication method that enables members to utilize the Biometric ID features of their Mobile Devices to access all features of the Alaska USA app in lieu of entering their Personal Access Code ("PAC"). Enabling the Service on your Mobile Device and authenticating with your Mobile Device's Biometric ID mechanism initiates a secure login to your account. We reserve the right to suspend or disable the Service at any time.

4. No Storage. Alaska USA never sees and never stores the personal and/or biometric information utilized by your Mobile Device.

5. Your Responsibility for Fraud. Once the Service is enabled on your Mobile Device, your account information can be accessed with any Biometric ID mechanism enabled on your Mobile Device. For example, if your Mobile Device includes a Biometric ID feature that enables access through fingerprints, and you permit another person to register his or her fingerprint on your Mobile Device, that person will have access to your account information through the Service. Your acceptance of this Agreement indicates that you understand and accept this risk. You agree to protect your Mobile Device and that you shall be responsible for all use of your Mobile Device (whether authorized by you or otherwise) to access your account using the Service.

6. Acceptance of Authentication Method. You acknowledge that Biometric ID authentication is performed by the Alaska USA app by interfacing with your Mobile Device's operating system authentication module and/or application. Your use of the Service indicates your acceptance of this authentication process.

7. Limited Warranties; Disclaimer.

- a. You acknowledge and agree that we make no guarantee, representation, warranty, or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of the Service or the Alaska USA app, including but not limited to:
 - i. Whether the Service or the Alaska USA app will meet your requirements;
 - ii. Whether the Service or the Alaska USA app will always be available, accessible or function with any network infrastructure, system or such other services as we may offer from time to time; and
 - iii. Whether the Service will be available error-free or uninterrupted.
- b. We will take reasonable precautions to protect the Service, to avoid deletion, corruption, and unauthorized modification of or access to the Service, and to provide the Service with minimal errors and interruptions. Notwithstanding the foregoing, no representation or warranty of fitness or merchantability shall be construed under this Agreement, and Alaska USA specifically disclaims all liability whatsoever with respect to any failure to protect the Service or provide the Service error-free or uninterrupted.

8. Limitation of Liability. In no event shall Alaska USA be liable to you or any third party for any special, indirect, consequential, or punitive loss or damage, for any breach of this Agreement, including but not limited to loss of profits, loss of business or goodwill, or loss of use, even if we have been advised of the possibility of such loss or damage or any claim by any third party. Additionally, you cannot hold us liable for any loss you may suffer in connection with the Service howsoever arising (whether reasonably foreseeable or not), even if we have been advised of the possibility of loss, including loss from:

- a. The provision by us of and/or your use of the Service or the Alaska USA app;
- b. Any unauthorized access and/or use of your Mobile Device;
- c. The use in any manner for any purpose by any person at any time of any information or data:
 - i. Relating to you;
 - ii. Transmitted through your use of the Service or the Alaska USA app; and/or
 - iii. Obtained through your use of the Service or the Alaska USA app;
- d. Access to the Alaska USA app by way of the Service by anyone other than yourself;
- e. Any event the occurrence of which we are not able to control or avoid by the use of reasonable diligence; and/or
- f. The suspension, termination, or discontinuance of the Service or the Alaska USA app.

9. Indemnification. You agree to indemnify us and hold us harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement, arising from a breach of this Agreement, and/or any breach of your representations and warranties set forth herein.

10. Force Majeure, Telecommunications Failures. Alaska USA shall not be liable if the Service cannot be provided (or any part thereof) or for any failure to perform any obligations contained in this Agreement due to, directly or indirectly, the failure of any telecommunication providers, networks, Mobile Devices, transmission or delivery problems, or any industrial dispute, war, fire, flood, explosion, act of God, or any other event beyond our control.

11. Amendments, Modifications. We may change or modify this Agreement, including Service features, from time to time by providing you with an updated version of this Agreement. Your use of the Service after any upgrade or modification to either the Service or the Agreement indicates your acceptance of the changes or modifications made by Alaska USA.

12. Termination. You can disable the use of the Service on a given Mobile Device at any time, either by logging in to your account and deleting the record for your device, or by deactivating the Biometric ID features of your Mobile Device.

13. Contact Information. If you have any questions about the Service or the Alaska USA app, please call the Member Service Center:

800-525-9094

907-563-4567

Available 24 hours a day, 7 days a week

Last Updated: November 16, 2017