

## Terms and Conditions of Small Business Group Risk Mitigation Services

1. All business clients that participate in a covered small business checking account with Partner Colorado Credit Union (“Company Members”) are eligible for small business group risk mitigation services (the “Services”). This is known as the “Eligibility Requirement”. Partner Colorado Credit Union is hereinafter referred to as “Program Sponsor”.
2. The Small Business Group Risk Mitigation Services (the “Services”) include the following benefits:
  - a. Business Fraud Remediation for Company Member
  - b. Information Security Breach Response for Company Member
  - c. Identity Fraud Research and Recovery for Company Member’s Owners, Officers and Directors
3. The Services are offered through a group services contract (“Group Program”) with Program Sponsor and are extended to Company Members at the discretion of Program Sponsor for a period of time (“Benefits Period”), as further defined below. Company Members have NOT been registered with, nor has information been provided to, a third party for the implementation or management of the Services.
4. The Services can be extended to a Company Member that is a business or professional organization that is privately held and has fewer than 100 full time employees. This may be a proprietorship, partnership, practice, limited partnership, limited liability company or corporation, including a non-profit organization, properly organized under the laws of the state of its organization.
5. The Services are non-transferable and non-cancelable by the Company Member and have no cash equivalent. There is no fee for using the Services; however, the account or service to which the eligibility is attached may have a fee.
6. Company Member’s owners, officers, and directors are defined as “Members”.
7. “Identity Theft” is defined as fraud that involves the use of any combination of a Member’s name, address, date of birth, Social Security number, bank or credit/debit card account number, or other identifying information without the knowledge of the Member, and such information is used to commit fraud or other crimes. Only Identity Theft incidents that are discovered and reported during the Benefits Period will be covered by the Services.
8. “Business Identity Theft” is defined as fraud that involves the use of the Company Member’s name, address, tax identification number, bank account number, business credit cards, business credit information, purchase orders, or other identifying information without the knowledge of the Company Member, and such information is used to commit fraud or other crimes by impersonating the Company Member in some way.
9. “Business Fraud Remediation” is defined as professional services to manage the detection, investigation, and remediation incidents of identity fraud caused by Business Identity Theft. Coverage limited to two (2) instances of Business Fraud Remediation per Company Member per year.
10. “Identity Fraud Research and Recovery for Company Owners, Officers and Directors” is defined as professional services to manage the detection, investigation, and remediation incidents of identity fraud caused by Identity Theft for the owners, officers and directors of the Company Member.
11. The following are excluded from eligibility for the Services:
  - a. Patent and Copyright Infringement – copyright, trademark, service mark or patent
  - b. Fraud committed by an owner or officer of the Company Member
  - c. Corporate Espionage — taking information of a non-personal nature, such as trade secrets, client lists, product plans, research documentation, etc.
  - d. Fraud that does not involve the impersonation of the Company Member
12. “Information Security Breach” is defined as an accidental or malicious incident resulting in the loss of non-public, personal information or personally identifiable financial information of Members and employees of the Company Member. Incidents include, but are not limited to, accidental release or publication of information, systems or network intrusion, employee theft, and physical break-ins. Coverage is limited to two (2) incidents of Information Security Breach per year.

13. The Company Member or Members, as applicable, will be asked to file a police report with their local law enforcement authority and to identify the person or persons who are committing the acts of fraud and identity theft, if known (“Perpetrator”). The Company Member and/or Member will continue to be eligible for Business Fraud Remediation even if it is found that the Perpetrator is a current or former Employee, associate, vendor, or other affiliated person of the Company Member, or is otherwise known to the Company Member. In the case of Identity Theft, the Member will continue to be eligible for the Identity Fraud Research and Recovery for Company Employees even if it is found that the Perpetrator is a family member of the Member. Failure to file a police report by the Company Member or the Member, as applicable, may prevent the successful completion of the Services.
14. The Company Member must use its best efforts to ensure that all of the Company’s Employees, agents, third party contractors and/or vendors, who have direct or indirect access to non-public personally identifiable information (“PII”) are aware of and comply with the provisions of the Company Member’s internal information security and privacy policies. The Company Member is responsible for enforcing, auditing and managing these internal information security and privacy policies with respect to any third party data contractors, parent companies, subsidiaries, sister companies or any other entities with whom the Company shares information.
15. The Benefits Period Begins when the Company Member first meets the Eligibility Requirement and ends when the Company Member no longer meets the Eligibility Requirement or when the Program Sponsor terminates the Group Program, whichever comes first.
16. The Services may assist the Company Member or Member in seeking reimbursement for funds stolen in an Identity Theft incident, but do not provide a guarantee of reimbursement for financial losses of any kind arising from Identity Theft or Information Security Breach.
17. Neither Program Sponsor nor its contracted service providers can be held responsible for failure to provide or for delay in providing services when such failure or delay is caused by conditions beyond the control of Program Sponsor and its service providers.
18. The successful completion of the Services described herein depends on the cooperation of the Company Member and/or Member. The Services may be refused or terminated if it is deemed that the Company Member and/or Member is committing fraud or other illegal acts, making untrue statements, or failing to perform their responsibilities as part of the Services, or has obtained the Services knowingly without meeting the Eligibility Requirement. Services will not be refused or terminated due to the complexity of a case.
19. THE SERVICES DO NOT INCLUDE CREDIT COUNSELING OR REPAIR TO CREDIT THAT HAS NOT BEEN AFFECTED BY FRAUD OR IDENTITY THEFT.
20. The Services are available only to residents of the United States. The Services are performed only with agencies and institutions in the United States, or territories where U.S. law applies.