

## **ONLINE BANKING, MOBILE BANKING AND TEXT (SMS) MESSAGE BANKING AGREEMENT AND DISCLOSURE (Effective 11/1/2015)**

This Online Banking, Mobile Banking and Text (SMS) Message Banking Agreement and Disclosure (Agreement) describes your rights and obligations as a user of Online Banking, Mobile Banking and Text Message Banking (Services). It also describes the rights and obligations of the IU Credit Union (Credit Union). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement, the Membership & Account Agreement, Electronic Fund Transfer Agreement, Rate and Fee Schedule, and any change of terms notices.

### **DEFINITIONS**

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Pay" is the online service that enables the scheduling of bill payments using a personal computer (see "Terms and Conditions of the Bill Pay Service", a separate agreement that provides additional terms pertaining to Bill Pay);
3. "ISP" refers to an Internet Service Provider;
4. "Online Banking" is the Internet-based service providing access to your Credit Union account(s);
5. "Online Account" means the account from which you will be conducting transactions using a Service;
6. "PC" means a personal computer to which you have access which enables you, with the Internet browser and ISP, to access your Online Account;
7. "Time of day" references are to Eastern Time;
8. "Username" is your account number for the initial sign-on, or the unique Username that you select after the initial sign-on, that establishes your connection to the Service;
9. "Password" is the Credit Union-generated code for use during the initial sign-on, or the code you select after the initial sign-on, that establishes your connection to the Service;
10. "Security Contact Information" is an online security feature that provides an additional layer of protection from fraud and identity theft by preventing unauthorized access to your secure financial information. Enhanced Login Security uses technology to verify your identity;
11. "Business days" refers to weekdays Monday through Friday. Holidays are not included;
12. "We," "us," or "Credit Union" refer to IU Credit Union, which offers the Services and which holds the accounts accessed by the Services; and
13. "You" or "your" refers to the owner of the account or the authorized representative.

### **ACCESS TO SERVICES**

You will gain access to Online Banking through the use of an Internet-enabled device, an ISP, your Username, Password and validation of your security contact information. You may access Online Banking accounts twenty-four (24) hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. We will attempt to post notice of any extended periods of non-availability on the Credit Union's website at [www.iucu.org](http://www.iucu.org).

## **ONLINE BANKING TRANSACTIONS**

Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds between your checking, savings, money market accounts and lines of credit. Transfers to a mortgage loan must be the full payment amount; no partial payments will be accepted. Note: Because regulations require the Credit Union to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

*Money Market Savings Account.* You may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephone order or instruction or similar order to a third party. If a transfer request would exceed the transfer limitations in any statement period, the Credit Union may refuse or reverse the transfer, and your account may be subject to charges or closure by the Credit Union.

We reserve the right to refuse any transaction that would draw upon insufficient available funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for automated teller machine (ATM) and debit card transactions and our Funds Availability Policy.

Additional Services. New services may be introduced for Online Banking from time to time. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

## **SCHEDULE OF FEES**

There are certain charges for Online Banking services as set forth on our Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

## **PERIODIC STATEMENTS**

Transfers, withdrawals, and bill payments transacted through Online Banking or Mobile Banking will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

## **SECURITY OF ONLINE BANKING CREDENTIALS**

You are responsible for keeping your Username, Password, Security Contact Information and any other online account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Username, Password, or other means to access your account;
- Do not mark a public computer as your private computer if you want extra security protection;
- Do not leave your PC unattended while you are in the Credit Union's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general email system.

If you believe your Username and Password have been lost or stolen, please use the Change Password and/or Change Username feature under My Profile within Online Banking.

## **LIABILITY FOR UNAUTHORIZED ACCESS**

You are responsible for all transfers and bill pays you authorize under this Agreement. If you permit other persons to use your Online Banking password or other means to access your account, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Username and/or Password or accessed your accounts through Online Banking without your authorization.

If someone accesses your account and completes one or more transfers from your account without your authorization, if you tell us within two (2) business days after you learn of the unauthorized use, you can lose not more than fifty dollars (\$50.00). If you do not tell us within two (2) business days after you learn of the unauthorized use of your account, and we can prove that we could

have stopped someone from accessing your account and completing transfers without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

In any event your liability for unauthorized line of credit transactions through Online Banking is fifty dollars (\$50.00).

Also, if your statement shows Online Banking transfers that you did not make, tell us at once. If you identify unauthorized transfers on your account statement, but you do not tell us within sixty (60) days after the statement (on which the first transfer appears) was mailed to you, you may not get back any money lost after the sixty (60) days, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If you believe that someone has used your Password or has transferred or may transfer money from your account without your authorization, call the Credit Union at: (812) 855-7823 or toll free 888-855-MYCU (6928) or write us at:

IU Credit Union  
PO Box 368  
Bloomington, IN 47402-0368

### **SECURE EMAIL (SECURED SUPPORT) MESSAGE THROUGH ONLINE BANKING**

If you send the Credit Union an Online Banking secure message, the Credit Union will deem to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. **NOTE:** Email transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system. If you wish to contact us electronically, please use secure email provided in our Online Banking site. Use this secure method to email the Credit Union regarding inquiries about an electronic fund transfer error resolution, address changes, stop payments, reporting unauthorized transactions, or contacting the Credit Union regarding other concerns of a confidential nature.

### **BILL PAY**

Description of Service. Online Banking Bill Pay permits you to use your Internet-enabled device to direct payments from your checking account to third parties you wish to pay. Your Bill Pay account must be a Credit Union checking account. Through the Bill Pay Service, you can pay bills from your checking account to businesses or individuals.

Any payments you wish to make through Bill Pay must be payable in U.S. dollars to a payee located within the U.S. and its territories (APO, FPO, Guam and the U.S. Virgin Islands). We reserve the right to restrict payment amounts and types of payees to whom payments may be made using the Service from time to time.

### **MOBILE BANKING**

You understand that to use Mobile Banking, you must have already registered for Online Banking. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be compatible with all devices. The Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Use of Service. You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. In the event of any modifications, you are responsible for making sure you

understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device. We will not be liable to you for any losses caused by your failure to properly use the service or your device.

Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information, which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Mobile Banking.

User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. You agree not to store your password in your device. If you permit other persons to use your device with your login information, or by other means (i.e., "Touch ID") enable their access to Mobile Banking through your device, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

### **TEXT (SMS) MESSAGE BANKING**

Text (SMS) Message Banking requires an initial registration process within Online Banking. Your use of the Text (SMS) Message Banking constitutes your agreement with the terms and conditions within this Agreement. You agree that your usage of our Text (SMS) Message Banking is conditioned on your providing us with a valid mobile phone number and indicates your agreement to our sending you text messages through your wireless provider.

- We may send any IU Credit Union Text (SMS) Message through your communication service provider in order to deliver it to you. You agree that your communication services provider is acting as your agent in this capacity.
- You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account. We will determine in our sole discretion what information we make available through this service.
- You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. From time to time, we may amend these terms and modify or cancel the Text (SMS) Message Banking services we offer without notice, except as may be required by law.
- IU Credit Union Text (SMS) Message Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts. This service may not be encrypted and at some point, may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service.
- We will not send you marketing messages through the IU Credit Union's Text (SMS) Message Banking service.
- Receipt of account information through IU Credit Union's Text (SMS) Message Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about IU Credit Union's Text (SMS) Message Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.
- There is no separate service fee for this service; however, you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your communications service provider. Standard message charges may apply. Such charges may include those from your communications service provider. Message frequency depends on user preferences.

## **BUSINESS/ORGANIZATION ACCOUNTS**

If you are a business, any authorized user of your business account is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Online Banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

## **TERM AND TERMINATION**

Term. This Agreement will become effective on the date of your acceptance as described at the end of this agreement, and shall remain in full force and effect until termination in accordance with the following provisions.

Termination for Cause. We may immediately terminate your Online Banking privileges (including Bill Pay) without notice to you under the following circumstances:

- you do not pay any fee required by this Agreement when due; or
- you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

Termination for Convenience. To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Pay is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge, if applicable, for the Bill Pay service will be assessed at the end of your statement cycle. You may notify the Credit Union by one of the following methods:

- By calling 812-855-7823 or toll free 888-855-MYCU (6928)
- By writing a letter and sending it to the following address: IU Credit Union, PO Box 368, Bloomington, IN 47402-0368, or delivering it to any IU Credit Union branch.

## **LIABILITY**

Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to Online Banking or Bill Pay. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Pay services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. However, we will not be liable:

1. If, through no fault of ours, you do not have sufficient funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
2. If you used the wrong Password, or you have not properly followed any applicable computer, Internet access, or our user instructions for making transfer and bill pay transactions.
3. If your computer fails or malfunctions, or the Online Banking service was not properly working and such problem should have been apparent when you attempted such transaction.
4. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
5. If the funds in your account are subject to a hold, block, legal proceeding or other encumbrances restricting the transfer.
6. If your transfer authorization terminates by operation of law.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the Membership & Account Agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
10. If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.

**IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.**

Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Pay account.

Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Microsoft (Microsoft Internet Explorer browser), Apple (Safari browser), Google (Chrome browser), Mozilla (Firefox browser) or others, by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Pay account.

Virus Protection. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

### **GENERAL TERMS AND CONDITIONS**

IU Credit Union Agreements. In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the Agreements applicable to each of your Online Accounts. Your use of Online Banking, Bill Pay, Mobile Banking and/or Text (SMS) Message Banking is your acknowledgment that you have received these Agreements and intend to be bound by them.

Changes and Modifications. The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via email, and you will be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Assignment. We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

Disclosure of Information. We shall disclose information to third parties about your account(s) or the transactions you make:

- Where it is necessary to complete transactions or investigate transaction errors and verify transactions.
- Where we have third parties provide services on our behalf.
- In order to verify the existence and standing of your account(s) with us upon the request of a third party, such as a credit bureau, merchant or Biller.
- In accordance with your written permission.
- In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports.

### **UNLAWFUL USE OF FINANCIAL SERVICES**

Any financial service available through the Credit Union may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract, and such service and/or other related services may be terminated at the Bill Pay Service and/or Credit Union's discretion. You further agree, should illegal use occur, to waive the right to sue the Bill Pay Service and/or Credit Union for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold the Bill Pay Service and/or Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

### **NO WAIVER**

The Credit Union and/or Bill Pay Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union and/or Bill Pay Service. No delay or omission on the part of the Credit Union and/or Bill Pay Service shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as the bar or waiver of any rights or remedies on future occasions.

**CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**APPLICABLE LAW**

The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Indiana, without regard to conflict of law provisions, and federal law.

**ACCEPTED AND AGREED**

Clicking on the Accept button indicates you agree to accept the terms and conditions of this Agreement.

(End of Agreement)

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**FINANCEWORKS & DEBIT REWARD OFFERS – END USER LICENSE AGREEMENT (Effective 11/1/2015)**

**In addition to the above content, if you decide to use either FinanceWorks or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.**

**LICENSE GRANT AND RESTRICTIONS.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

**OWNERSHIP.** The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**YOUR INFORMATION AND ACCOUNT DATA WITH US.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other

security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other accountholder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and Online Banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS.** Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to our accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us



to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**USE, STORAGE AND ACCESS.** We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**THIRD PARTY SERVICES.** In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**THIRD PARTY WEBSITES.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**EXPORT RESTRICTIONS.** You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

**DEBIT REWARDS OFFERS.** If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Debit Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's website or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available."
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

(End of Agreement)

