

## ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking Service or the Bill Payment Service ("Services"). It also describes the rights and obligations of Vantage West Credit Union ("the 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. Our online banking and bill payment services are intended for individuals 18 years of age or older.

### 1. Definitions & Requirements

The following definitions apply in this Agreement:

- a. "Authorized Representative" refers to a person with authority (with respect to the account);
- b. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
- c. "Bill Payment Account" means your credit union checking account which is accessed through the Bill Payment Service;
- d. "ISP" refers to your Internet Service Provider;
- e. "Online Banking" is the internet-based service providing access to your credit union accounts;
- f. "Online Account" means the credit union account from which you will be conducting transactions using a Service. You must have an existing account with us to enable our Online Banking service. An account means any of your account(s) to which we may allow access via the Service under this Agreement. Only a checking account is eligible for online Bill Pay privileges. We may make additional accounts available for Bill Pay from time to time as allowed by law.
- g. "Password" is the member generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that established your connection to the Service;
- h. "Internet Browser" is software used to connect to the internet;
- i. "PC" means your personal computer which enables you, with the Internet browser and Internet Service Provider (ISP), to access your Online Account. . You will need a computer with a modem and Internet browser that supports SSL with 128-bit encryption. You are solely responsible for the maintenance, installations, and operation of your computer. Vantage West Credit Union shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software.
- j. You should routinely scan your PC and diskettes using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Vantage West Credit Union shall not be responsible for any computer virus that affects your computer or software while using our Service.
- k. "Time of day" references are to Arizona Time;

- I. "User ID" is the credit union generated identification code assigned to you for your connection to the Service;
- m. "We", "us", or "the credit union" refer to Vantage West Credit Union and any agent, independent contractor, service provider licensor, designee, or assignee Vantage West Credit Union may involve in the provision of Online Banking.
- n. "You" or "your" refers to the owner of the account or a person with authority with respect to the account.
- o. In order to provide electronic disclosures, we must maintain a current customer e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should notify Vantage West Credit Union of any changes to your personal contact information.
- p. "Effective date" means the date in which the service was started.

## 2. Access to Services

**The credit union will provide instructions on how to use the Online Banking Service and Bill Payment Services. You will gain access to your Accounts Online through the use of your internet-enabled device, your ISP, your Password and your User ID. You may access your Accounts Online 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.**

**For purposes of transactions, the credit union's business days are Monday through Friday, excluding weekends and holidays recognized by Vantage West Credit Union . Bill Payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal System are operating and open for business. All Online Banking transaction requests received after 5:00 PM, Arizona Time, on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the credit union chooses to remain closed, will be processed on the credit union's next business day. The credit union's business day begins at 8:00AM, Arizona Time.**

## 3. ONLINE BANKING SERVICE

### a. **Banking Transactions with Online Banking Service**

- i. Account Access. You may access your personal accounts online for a variety of transaction types. Online Banking transactions will not be permitted on any Individual Retirement Account or Share Certificate. Transaction history for your online accounts begins accumulating on the date your access to our current Online Banking service is activated. Up to 6 months of transaction detail and history is stored and may be viewed via the Service.
- ii. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make withdrawal transfers to make loan payments and you may transfer funds among your checking and saving accounts (as limited by terms of this Agreement.)

**NOTE: Because regulations require the credit union to limit withdrawal transfers (including Online Banking transfers), the following limitations apply:**

- Regular Share Accounts – You can make no more than six (6) withdrawals or transfers per statement period (calendar month). Please note: If there are not sufficient available funds in the account, we cannot complete this transfer.
  - Premium Share Accounts - You can make no more than six (6) withdrawals or transfers per statement period (calendar month). Please note: If there are not sufficient available funds in the account, we cannot complete this transfer.
- iii. Additional Services. New services may be introduced for Online Banking from time to time. The credit union will notify you of the existence of these new services. 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.

**b. Schedule of Fees**

The credit union offers the benefits and convenience of the Online Banking Service to you free.

**c. Statements**

You will continue to receive your regular account statement either monthly or quarterly by mail, (depending on the type of account), unless you opt-in to receive electronic statements.

**d. Security and Privacy**

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service. Our customer privacy notice is available online at [www.vwestcu.org](http://www.vwestcu.org).

**e. Your Password and Online Account Information**

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- i. Do not give out your account information, Password, or User ID;
- ii. Do not leave your PC unattended while you are in the credit union's Online Banking site
- iii. Never leave your account information within access or view of others; and
- iv. Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- v. Do not allow your Internet browser to store your Online Banking User ID or Password;
- vi. If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the credit union immediately at  [\(520\) 298-](tel:520298)

[7882](tel:7882) or 1-800 888-7882 outside of Tucson, Arizona between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 3:00 p.m. on Saturday. Telephoning the credit union is the best way of minimizing your losses and liability.

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

**f. Electronic Mail (E-mail)**

If you send the credit union an e-mail message, the credit union will be deemed to have received it on the following business day. You should not rely on e-mail 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:** E-mail 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 e-mail system. If you wish to contact us electronically, please use the credit union's e-mail address of [info@vwestcu.org](mailto:info@vwestcu.org) or the internet address of [www.vwestcu.org](http://www.vwestcu.org). **If one of these methods is used in contacting the credit union simply request that we contact you and provide a telephone number to do so. Again do not supply any account or password information or other information of a confidential nature.**

**4. BILL PAYMENT SERVICES**

**a. Bill Payment Services**

- i. Descriptions of services. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars, not exceeding \$9,999.00, to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made, while using the Service, from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited. Additionally, it is unlawful to make payments to unlawful internet gambling businesses through the use of your account.

**b. Schedule of Fees**

- i. Consumer Accounts: The Bill Payment Service for Consumer accounts will have a fee of \$5.95 a month, which includes ten (10) bill payments. All bill payments initiated over ten in a month are an additional \$.75 each. However, both of these fees are waived if you have a:

- Premium Checking Account
- ValuFirst Checking Account with direct deposit and a Vantage West Debit Card
- Student Advantage Checking Account with a Vantage West Debit Card
- eChecking

These fees, if not waived, will be deducted automatically from your Bill Payment Account.

- ii. Business Accounts: The Bill Payment Service for Business Accounts will have the following fees based on the type of business account:

**Standard Business Checking** - \$5.95 a month, which includes ten (10) bill payments. All bill payments initiated over ten in a month are an additional \$.75 each.

**Silver and Gold Business Checking** – There is no charge for the first (20) transactions per month. All bill payments initiated over twenty in a month are charged at \$.75each.

These fees, if not waived, will be deducted automatically from your Bill Payment Account.

Other fees that apply to all accounts are listed below:

Check Copy \$5.00

Stop Payment \$25.00

Non-Sufficient Funds \$25.00

### c. Scheduling Payments

Funds must be available (collected funds) in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday.) After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least three (3) to five (5) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to three (3) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to five (5) business days.

If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the credit union will work with the payee, on your behalf, to reverse any late fees or charges.

**d. No Duty to Monitor Payments**

The credit union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The credit union will not be liable in any way for damages you incur for any of the following reasons:

- i. insufficient available funds in your Bill Payment Account to make the payment on the processing date;
- ii. delays in mail delivery;
- iii. changes to the payee's address or account number unless we've been advised of the change in advance and we have a reasonable opportunity to effect these changes.
- iv. the failure of any payee to correctly account for or credit the payment in a timely manner, or
- v. any other circumstances beyond the control of the credit union.

If the session during which you schedule a payment or transfer ends by 2:00 p.m., the credit union will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient available funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service may be suspended until the account has sufficient available funds to make the payment. The payment may not be made and the appropriate non-sufficient funds fee will be assessed according to the credit union's Fee Schedule. The credit union will attempt to notify you by e-mail or U.S. Postal Mail, but the credit union shall have no obligation or liability if it does not complete a payment because there are insufficient available funds in your account to process a payment. In all cases, you are responsible for either contacting the Service at **1-877-346-5272** to make alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

**e. Cancel or Change Payment Instructions**

Payments must be changed or canceled using the Service prior to 1:00 a.m., Arizona time, on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the credit union, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must

be renewed in order to continue in effect. The credit union may pay any item that is presented following the lapse of any stop payment order.

**f. No Signature Required**

When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment Account without requiring your signature on the item and without prior notice to you.

**g. Term and Termination**

- i. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- ii. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) 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.
  - At any time, we may cancel all or part of the Service that we generally offer. Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any online banking or Bill Pay activity during any consecutive 90 day period, Online Banking access may be terminated. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, Service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Service, you must contact our Customer Service Center. We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason.
- iii. 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 Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify the credit union by one of the following methods:
  - By sending an e-mail to [info@vwestcu.org](mailto:info@vwestcu.org)
  - By writing a letter and either sending it to the following address:

Vantage West Credit Union  
Attn: Deposit Servicing Department

P.O. Box 15115  
Tucson, AZ 85708-0115

- or giving it to a Member Service Representative at any of the Credit Union's locations. If you are not paying a monthly service charge for the Service, we may convert your account to a closed status if you do not sign on to the Service or have any transaction scheduled through the Service during any **consecutive 90 day period**. If your account is closed, you must complete another application and if approved, set up your payees again.

## 5. Electronic Fund Transfer Provisions For Consumer and Business Accounts

### a. Applicability

These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the credit union may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

### b. Your Liability

You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe someone has used your access code or otherwise accessed your accounts without your authority.

- If you tell us within two (2) business days after you have learned your password was lost or stolen, your liability cannot exceed \$50.00.
- If you do NOT tell us within two (2) business days after you have learned of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, your liability cannot exceed \$500.00.
- You must report an unauthorized EFT transaction which appears on your periodic statement, no later than 60 days of transmittal of the statement, to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFT's that occurred within the 60 day period. You may also be liable the amounts as described above.
- If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days, for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or questions are not received in writing within 10 business days, we may not credit your account until the investigation is complete. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead

of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

- You may notify the credit union by telephone, writing, or by e-mail at [info@vwestcu.org](mailto:info@vwestcu.org). Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking Service or Bill Payment Service transaction, call [\(520\) 298-7882](tel:5202987882) or 1-800-888-7882 outside of Tucson, Arizona, or write to us at:

Vantage West Credit Union  
Attn: **Deposit Servicing Department**  
P. O. Box 15115  
Tucson, Arizona 85708-0115

- We must hear from you at the telephone number or address listed above, no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. We will need:
  1. Your name and account number
  2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
  3. The dollar amount of the suspected error and date on which it occurred.
- If you verbally provide this information, we may require that you send us your complaint or question in writing within 10 business days.

## 6. **Liability**

### a. **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 your Online Banking or Bill Payment service account. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment 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.

#### **We will not be liable to you in the following instances:**

- If through no fault of the credit union, you do not have sufficient available funds in your account to make the transfer or payment.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer or payment despite reasonable precautions that we have taken.

- If there is a hold on your account, or if access to your account is blocked, in accordance with credit union policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer or payment.
- If your transfer authorization terminated by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the credit union immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account, transfer or payment.
- 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 Member Agreement and Account Disclosure or a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- If the account has been closed.
- If the bill payment or transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
- If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of this financial institution and/or our service providers.
- Other applicable laws and/or regulations exempt us from liability

**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.**

**b. 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 Payment Account.

**c. 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 Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), 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 Payment Account.

**d. 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.

**7. General Terms and Conditions - Online Banking Service and Bill Payment Service**

**a. 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 the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee (s) contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.

**b. Changes and Modifications**

The credit union may modify the terms and conditions applicable to the Services from time to time. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s), you must notify us in writing or via email to cancel your access to the Service. Your continued use of the affected change in Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

**c. 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.

**d. Notices**

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

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Online Banking and for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; comply with government or court orders, or other reporting requirements;
- If you give us your permission;
- To the credit union affiliated companies.
- It is necessary to assist us in the collection of information for internal use.
- It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service.
- It involves a claim by or against us concerning a deposit to or withdrawal from your account.

## **8. Governing Law**

This Agreement is governed by the Laws of the State of Arizona and applicable federal law.

## **9. FinanceWorks & Debit Rewards Offers End User License Agreement**

**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, nonexclusive, nontransferable 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, internetbased 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 or 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 account holder 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 us 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 web site 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:

- a. Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- b. The rewards information that we provide to you, which is provided "as is" and "as available".
- c. (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or misdelivery, 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.
- d. 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.

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