

ARIZONA FEDERAL CREDIT UNION
CU Online -- Internet
Agreement and Electronic Funds Transfer Disclosure

INTRODUCTION: This Agreement and Disclosure specifically governs the Arizona Federal CU Online - Internet (CU Online) electronic funds transfer service, and contains your and our rights and responsibilities and the terms and conditions under which this service is provided. **Please read this Agreement and Disclosure carefully.**

DEFINITIONS: In this Agreement and Disclosure, the words "you", "your" and "yours" mean each and every one of you who utilizes the CU Online service. The words "we", "us", "our", "AFCU" and "Credit Union" each mean Arizona Federal Credit Union. The words "mobile device" mean a supportable mobile device including a cellular phone or other mobile device that is capable of receiving text messages and/or is web-enabled and allows secure SSL traffic.

ACKNOWLEDGEMENT AND AGREEMENT: By initiating the use of the CU Online service, or by permitting another to use CU Online on your behalf, you acknowledge receipt of this Agreement and Disclosure. You agree to be bound by all terms and conditions contained herein, and acknowledge these are in addition to the terms and conditions in our other agreements found in the Accounts and Services of Arizona Federal Membership Agreement. You further agree to follow all instructions provided by CU Online as reflected on your computer monitor, mobile device or other system access screen. You further agree to abide by any terms or conditions which may be added because of future enhancements to CU Online or Electronic Statement Services.

You specifically acknowledge and agree that Arizona Federal may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions, or notice of the availability of any of the foregoing with you or on your behalf electronically (hereafter all such documentation is referred to as "electronic records"). For instance, if you apply for a new service on our Web site, all agreements and disclosures may be made available to you electronically. It is your responsibility to download or print electronic records to review them and keep them in a convenient place. You acknowledge that both your periodic and Visa statements will no longer be printed and mailed to you effective with the next statement processing cycle.

An e-mail notification will be sent to you when your statement is available for viewing. This notification will be sent to the e-mail address you have provided and we have on file in the CU Online system. You agree to notify the credit union of any change in e-mail address at least three (3) business days prior to the last business day of the month, or prior to the processing date of your Visa statement to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of your statement notification for the given period. To change your e-mail address, utilize the User Options feature in CU Online. You may also choose to receive promotional emails from us, which may include product offers, invitations to education seminars, credit union news or other subjects. To change your preference whether or not to receive these messages, utilize the User Options feature in CU Online.

You understand that you have no expectation of privacy if electronic records are transmitted to an e-mail address owned by your employer or any other persons that are not owners, borrowers, authorized users, or otherwise. You further agree to release the credit union from any liability if the information is intercepted or viewed by an unauthorized party at the email address you provide.

You have a right to receive a paper copy of any electronic records if applicable law specifically requires us to do so. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records, write to us at the following address: **Arizona Federal Credit Union, P.O. Box 60070, Phoenix, AZ 85082-0070**

For purposes of this section, the words User ID shall also mean CU Online login. You are required to select a User ID and Password for use with the CU Online service. The Password is required for security purposes in connection with the authentication of transfers and payments you initiate through the CU Online service. You acknowledge your User ID and Password are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer (PC). You are responsible for the proper safekeeping of your User ID and Password. You agree not to disclose or otherwise make your User ID or Password available to anyone not authorized to access your accounts. If you authorize anyone to use your User ID and Password or you otherwise authorize a user under the Shared Access feature, such authority shall continue until you specifically revoke the

same by notifying the credit union and changing the Password or revoking the Shared Access. You understand that if you reveal your User ID and Password to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the User ID and Password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of CU Online. If you fail to maintain security of your User ID and Password and the Credit Union suffers a loss, we reserve the right to terminate your CU Online services under this Agreement and Disclosure as well as other Credit Union deposit and loan services. The Credit Union will not be responsible for any losses you suffer due to your failure to maintain the security of your User ID and Password. Users of the CU Online service should utilize such other Password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. This should include, but is not limited to, installing security software (anti-virus, anti-spyware, etc.) to safeguard your PC from viruses, malware, or other threats to the security of the PC. CU Online provides the capability for you to change your Password. To help safeguard your security, you should change your Password frequently.

If you forget your Password or your system access is disabled due to the use of an incorrect Password, you must contact a Credit Union representative to have a temporary Password issued to you. You authorize Arizona Federal to reset your Password as requested by any joint owner listed on your account. Contact the Credit Union at (602) 683-1000, or Toll Free at (800) 523-4603 (Outside Maricopa County.) We reserve the right to require written re-application for a new/replacement Password.

You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using CU Online. You agree not to leave your device unattended while logged into CU Online and to log off immediately at the completion of each access by you. If you permit other persons to use your device, login information, or other means to access CU Online, you are responsible for any transactions and we will not be liable for any resulting damages. We make no representation that any content or use of CU Online is available for use in locations outside of the United States. Accessing CU Online from locations outside the United States is at your own risk.

You understand that agreements with any affiliated service providers, including, but not limited to, your mobile service provider, may provide for fees, limitations, and restrictions which might impact your use of CU Online, such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or with CU Online. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

EQUIPMENT AND SOFTWARE REQUIREMENTS: To use the CU Online and Electronic Statement services, you must use a PC, mobile device or other device with the capacity to interface by modem or otherwise with the Credit Union's or our agent's system. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with our system, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions. Not all mobile devices or network carriers are supported and 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.

These are the present minimum requirements that are required to access and use the system, which may change without notice. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the credit union (depending largely on your computer system and method of access -- e.g., dial up connection vs. DSL or other connection). Also, these minimum requirements are likely to change as technology, software, and other matters continue to evolve.

SERVICES: Except as otherwise provided for herein, using your PC, mobile device or other device, and your User ID and Password you can access your Credit Union accounts, periodic statements, and process transactions. Specifically, the following features are available from CU Online:

- Inquire and download account balance and transaction history information on your savings, checking, certificates, home equity line of credit, and other loan accounts.
- Transfer available funds between your savings and checking accounts;

- View current and past periodic and VISA account statements (statements are available for viewing beginning with the month of your enrollment and each month thereafter, up to 24 months);
- Make payments to your Arizona Federal VISA, line of credit, home equity line of credit and other loans;
- Obtain cash advances from your Arizona Federal VISA, line of credit, and home equity line of credit accounts, and transfer the funds to your other accounts;
- Establish e-mail notifications when your account reaches or drops below a balance that you designate;
- Generate bill payments electronically through the "Bill Pay Service" feature of CU Online. **(You must specifically apply for the Bill Pay Service. Refer to the Bill Pay Service Agreement for further information, including terms and conditions. Located under Member Benefits\Online Services\CU Online Account Access & Bill Pay)**

In addition, you can:

- E-mail Us - E-mail questions and comments to us regarding the CU Online service.
- Customize - Change your password, session time-out, and your e-mail address registered with us.
- Obtain Help - Help provides additional information about how to use the CU Online service.

Not all access methods, such as mobile devices, provide for the use of all services as provided above. You agree to accept responsibility for learning how to use CU Online in accordance with the applicable instructions and agree that you will contact us directly if you have any problems with the instructions. We may modify the services and features from time to time at our sole discretion. In the event of any modifications, you are responsible for ensuring an understanding of how to use CU Online as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service, features, or your device.

BUSINESS AND PROCESSING DAYS: CU Online and Electronic Statements are available 24 hours a day, seven days a week, except when unavailable for maintenance or as otherwise indicated in the paragraph titled "System Unavailability". Our business days are Monday through Friday, excluding holidays. The Business Day Cut-off time is **5:00 p.m.** Mountain Time, after which transactions may reflect an effective date of the calendar day you initiated the transaction, but a posting date of the next business day. For example, transactions initiated by you each business day before 5:00 p.m. are processed with that calendar day's date. Transactions initiated after 5:00 p.m. may reflect a posting date (transaction date) of the next business day, but will reflect the date of the calendar day on which you initiated the transaction as the effective date for purposes of dividend accrual and finance charge calculation. Similarly, transactions that you initiate on non-business days (Saturday, Sunday and Holidays) are effective dated the date the transaction was initiated by you, but may reflect a posting date of the next business day. Dividends on accounts and finance charges on loans will be calculated utilizing the effective date of the transaction.

SYSTEM UNAVAILABILITY: Access to CU Online may be unavailable at times for the following reasons: (1) Scheduled Maintenance - There will be necessary periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance - CU Online may be unavailable when unforeseen maintenance is necessary; (3) System Outages - Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; (4) Internet Service Provider - Failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of CU Online, however, we are in no way liable for system unavailability or any consequential damages that may result; or, (5) Data Processing: The service may be interrupted for a short time daily for data processing purposes.

LIMITS ON TRANSFERS, WITHDRAWALS, AND TRANSACTIONS: There are no limits on the number or value of transactions you may initiate through CU Online except as stated below, provided collected funds are available in your account or sufficient credit is available on your line of credit. You cannot initiate transfers using CU Online to or from Certificates, IRA accounts, or any restricted accounts. Overdraft protection (if any) is automatically triggered to cover Internet Bill Pay transactions. We reserve the right to limit the frequency and dollar amount of any transactions at any time for security reasons. Please see the Bill Pay Service Agreement for limitations placed on payments made through the Bill Pay service.

Pursuant to Federal Regulation D, during any calendar month, you may not make more than six (6) withdrawals or transfers from your savings or money market accounts to another Credit Union account of yours or to a third party by means of a preauthorized, automatic transfer, telephonic, home banking, or audio response transfer, or facsimile order or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through ACH. Transfers to make payments on your loans at the Credit Union and withdrawals by check made payable to you are excluded from this limitation. If you exceed the transfer limit in any statement period, we may reverse or refuse to make the transfer, and your account will be subject to closure and an excessive withdrawal fee charged as stated in the Rate and Fee Schedule.

FINANCE CHARGES ON LOAN TRANSFERS: Each transfer made from your Arizona Federal VISA account, line of credit account, home equity line of credit account, or any other revolving line of credit account you may have with us, is considered a cash advance. Finance charges begin to accrue from the effective date of each loan transfer in accordance with the terms of your credit agreement(s).

FUNDS AVAILABILITY AND ACCRUAL OF DIVIDENDS: Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our "Funds Availability Policy." Dividends begin to accrue on the effective date of the transfer.

CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example, if: (1) Through no fault of ours, you do not have enough available funds in your account to make the transfer; (2) The transfer would exceed any permitted overdraft line you have with us; (3) Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; (4) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; (5) The Password or transaction information or other information you have provided is incorrect, incomplete, ambiguous or untimely; (6) The system was not working properly and you knew about the breakdown when you started the transfer; or (7) You are in default on an account to which you are attempting a transfer. (There may be other exceptions stated in our agreement with you.)

In addition, the Credit Union will also have no liability whatsoever for failure to complete a payment or transfer you initiate or attempt to initiate through CU Online under any of the following circumstances: (1) If you did not properly follow software or CU Online instructions on how to make the transfer or payment; (2) If you did not give the Credit Union complete, correct and current instructions or information to process your transaction request; (3) If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor; (4) If the Credit Union made a timely payment but the payee/vendor did not promptly credit your payment after receipt; (5) If your PC and/or software malfunctioned for any reason; (6) If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure; or (7) We blocked the transfer to protect the integrity or security of the system.

YOUR RESPONSIBILITY AND LIABILITY FOR UNAUTHORIZED TRANSFERS: You are responsible for all transfers and payments you initiate and authorize using CU Online. If you permit other persons to use CU Online and your User ID and Password, you are responsible for any transactions they authorize from any of your accounts. Notify us IMMEDIATELY if you believe that your User ID and Password has been lost or stolen or that someone has used it or may use it to access your accounts and transfer money without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your line(s) of credit. **The Credit Union Telephone Number is: (602) 683-1000 or (800) 523-4603 (Outside Maricopa**

County.) Our Address is: Arizona Federal Credit Union, P.O. Box 60070, Phoenix, AZ 85082-0070

RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS: Your completed CU Online transactions will appear on your periodic statements. You will get a monthly statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by inquiry of your transactional account history using CU Online.

FEES AND CHARGES: There are currently no fees for the CU Online, Bill Pay, or E-Statement services or the termination thereof. However, the Credit Union reserves the right to impose fees or to change any fee structure with or without notice as required by law. You are solely responsible for the payment of any Internet Service Provider and telephone and utility company charges incurred in connection with accessing any of these services.

ACCOUNT TRANSACTION HISTORY: Each time you inquire and download account transactional information, you will receive information for at least the last 60 calendar days. This means that you may need to download transactional information at least once every 60 days if you wish to have all of your account information on your personal computer.

RIGHT TO STOP PAYMENT ON ELECTRONIC TRANSFERS: A Stop Payment order **cannot** be placed once a CU Online transfer has been initiated by you and accepted by the system, or a bill payment transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. (Note: Transfers cannot be corrected via CU Online when made as transfer/payments to closed-end loan accounts. Contact the Credit Union if you require reversal of these transactions or need additional assistance.) For further information on placing stop payments on bill payment transfers before payment is made, refer to the Bill Pay Service Agreement.

E-MAIL CAPABILITIES AND LIMITATIONS: The CU Online service includes e-mail capabilities allowing you to send and receive electronic e-mail messages to and from the Credit Union. The Credit Union will not immediately receive and review e-mail messages that you send and will NOT process any request for a funds transfer received via e-mail. Further, the Credit Union may not act upon requests for stop payments, requests for a replacement Password, reports of a lost or stolen Password or unauthorized transactions (refer to "Member's Responsibility and Liability for Unauthorized Transfers" above for appropriate action), reports of lost or stolen ATM or VISA Cards, or on any other request in which the Credit Union would normally require written notification or your authorizing signature, without first confirming the authenticity of the e-mail request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. The Credit Union will not take action based on your e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. **If your request requires immediate attention, contact the Credit Union directly at (602) 683-1000, or Toll Free at (800) 523-4603 (Outside Maricopa County.)**

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: We will disclose information to third parties about your account or the transfers you make: (a) Where it is necessary for completing transfers; or (b) In order to comply with government agency or court orders; or (c) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (d) If you give us your written permission.

NOTIFICATION AND CHANGES IN TERMS AND CONDITIONS: We may change or amend any part of this Agreement and Disclosure at any time, including changes in terms, conditions, and fees, as long as we give you advance notice as required by law. Notification will be sent to you electronically.

OTHER LIMITATIONS OF LIABILITY: You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software. The Credit Union expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data except as provided by statute. The Credit Union is not responsible for any errors or failures due to any malfunction of your personal computer or the software, or unsuitability of your personal computer or software, or any virus, or any problems that may be associated with the use of an on-line service.

TERMINATION AND AUTOMATIC DEACTIVATION OF SERVICE: You may terminate your CU Online service at any time by providing written notice to the Credit Union requesting that your User ID be terminated and immediately discontinuing use of the service. Upon receipt of this written request, we will resume printing and mailing your periodic and Visa statements. You are solely responsible for notifying any participating merchants (when applicable) that you have terminated your bill payment transfer capabilities.

If you do not utilize the CU Online Service (by not logging on to the service) for a three-consecutive-month period, your User ID may expire. If this occurs and you wish to reactivate your CU Online service, you must contact the Credit Union by telephone or in person. We reserve the right to require written reapplication before we reactivate your CU Online system access.

The Credit Union may also terminate the CU Online service and this Agreement and Disclosure at any time. Whether you or the Credit Union terminates your CU Online service and this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure for any transfers or payments made prior to termination.

ENFORCEMENT: You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce this Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Arizona law, to payment by the other party of its reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement.

GOVERNING LAW: This Agreement is made in Arizona and shall be governed by the laws of the State of Arizona to the extent that Arizona Law is not inconsistent with controlling Federal Law.

Revised: 01/16

ARIZONA FEDERAL CREDIT UNION

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, 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 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:

- 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.

