

**PEOPLE'S TRUST FEDERAL CREDIT UNION**  
**HomeBranch™ Online Banking Agreement**

**Purpose of This Agreement.** This Agreement defines your and the Credit Union's rights and responsibilities with respect to HomeBranch online banking. **The terms and conditions** stated herein apply to all HomeBranch online services, including but not limited to: HomeBranch, Bill Pay, Popmoney, Text Banking, Mobile Banking, Purchase Rewards, and FinanceWorks™. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card and/or Access Device, as amended, modified, or revoked. The Credit Union may not offer all services discussed in this Agreement at this time.

1. If we approve HomeBranch online service, you may access your accounts through a personal computer (PC) or mobile device; you will choose a password and User ID. You must use your password along with your account number or User ID, to access your accounts. You may use HomeBranch to:
  - Change your password and User ID.
  - Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
  - Make loan payments from any savings or checking share to any loan account.
  - Issue third-party payable checks under Bill Pay Service.
  
2. **Other Agreements.** You agree that, when you use HomeBranch online services, you remain subject to the terms and conditions of your existing agreements with the Credit Union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your internet service provider and/or mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of HomeBranch online services (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Text Banking and/or Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Any deposit account, loan, or other product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of HomeBranch online services.
  
3. **Use of Services.** In order to properly use HomeBranch online services, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use HomeBranch online services in accordance with the online instructions and agree that you will contact us directly if you have any problems with any HomeBranch online service. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the Services as modified. You also accept responsibility for making sure that you know how to properly use your Device(s) and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.
  - a. **Permitted Transfers/Transaction.** You may make transactions at any time seven (7) days per week. There may be some down time. You may use HomeBranch online services to transfer funds between your eligible People's Trust accounts ("Internal Transfer"); some HomeBranch online services may permit you to transfer funds to or from an Account at another financial institution. You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an overdraft transfer or a Line of Credit, you agree to cover any overdraft amount plus any applicable fees. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using HomeBranch online services or any other methods outlined in your Deposit Account Agreement and Disclosures. Account Limitations outlined above apply to all HomeBranch online services.

We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

4. **Your Responsibilities.** You represent and agree to the following by enrolling in any HomeBranch online service(s) or by using the Service(s):
- a. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Account(s) and other financial information which may be accessed via Online Services. You represent and agree that all information you provide to us in connection with Online Services is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using Online Services. 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(s) you will use to access Online Services.
  - b. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Online Services. You agree not to leave your Device(s) unattended while logged into Online Services 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. If you permit other persons to use your Device(s), login information, or other means to access Online Services, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Online Services is available for use in locations outside of the United States. Accessing Online Services from locations outside of the United States is at your own risk.
  - c. **User Conduct.** You agree not to use Online Services or the content or information delivered through HomeBranch online services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of HomeBranch online services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to HomeBranch online services; (i) interfere with or disrupt the use of HomeBranch online services by any other user; or (j) use HomeBranch online services in such a manner as to gain unauthorized entry or access to the computer systems of others.
  - d. **No Commercial Use or Re-Sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Online Services or resell, lease, rent or distribute access to Online Services.
  - e. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless People's Trust, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Online Services.
5. **Data Security for Online Services.** Online Services are accessible only over the Internet. The Credit Union offers various technologies and services, and continually reviews, updates and modifies these technologies and services in order to protect your privacy and security. Encryption is used to scramble the

messages sent between you (your browser) and our servers to prevent unauthorized access to your information. The various systems and servers used to provide Online Services are architected in a way that isolates the publicly accessible Web servers from the data servers. Additional technologies such as anti-virus, intrusion detection, and intrusion prevention monitor and protect our systems. Use of passwords help verify that only authorized persons access Online Services, by comparing the password entered with the password stored on our servers. We lock your Online Services account if the password is entered incorrectly too many times. Multiple Challenge Questions add another layer of authentication when you attempt to access Online Services from an unrecognized device. We use Extended Validation SSL certificates (EV SSL Certificates) and only support high-security browsers (designed to recognize EV SSL Certificates) to provide you with visual clues, such as turning the address bar of your browser green, when you visit our site. Looking for these visual clues and only accessing Online Services when these clues are visible, help protect you from phishing scams.

6. **Bill Payment Service.** Bill Pay is an electronic payment service. You may use a personal computer to access the Bill Pay service through Credit Union's web page on the Internet or you may access some of the Bill Pay services by using a mobile device.

Bill Pay allows you to schedule bill payments electronically. Subject to any regulatory or Credit Union imposed limitations on usage, you can arrange for the payment of bills from a Credit Union checking share. Access to Bill Pay is made available pursuant to a license agreement by and between Credit Union and the Credit Union's third party service provider (Vendor). Any interruption of service or access caused by Vendor will prevent your use of the service. To utilize the services, you must enter your User ID and Password ("Access Device") and otherwise satisfy the system's security procedures.

Detailed instructions for use of Bill Pay are contained in the online help menus available while using Bill Pay.

- a. **Designation of Account(s).** In order to use Bill Pay you must have a checking account with the Credit Union. That checking account, or the one you designate if you have more than one, will be treated as the designated checking account for transactions accomplished through Bill Pay (Bill Pay Account).
- b. **Equipment and Technical Requirements.** To have Bill Pay access, you are required to acquire the necessary equipment, services and software. These include a personal computer, modem, Internet Service Provider (ISP) and a supported Browser Software (such as Mozilla Firefox or Microsoft Internet Explorer). As browsers are updated over time, older versions may not function effectively for Bill Pay. It is your responsibility to upgrade your browser when it becomes apparent it is needed to ensure that you can access the Bill Pay system.
- c. **Transaction Modes.** Bill payments can be scheduled as single payments, multiple payments or recurring payments using the designated Bill Payment screens. You must enter a payment date or a start and end date, depending on the type of payment, for each bill payment. Bill payments are scheduled by you to be debited from your Bill Pay Account based on the date(s) you enter on the bill payment screens(s).

Funds will generally be debited from your Bill Pay Account within three (3) business days of the payment processing date but may be debited on the date the payment is scheduled. If you designate a payment with a payment date of today's date, sufficient funds must be available on the day and at the time you request the payment. Bill payments with today's date as the bill payment date may not be canceled or changed for any reason once they have been processed. You may edit or delete payments until they are processed, as instructed on the Bill Payment screen(s).

Bill payments can also be scheduled with a bill payment date in the future, up to 364 days in advance of the bill payment date. The bill payment date will be the date you entered, or the next business day should the bill payment date fall on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but may be deducted from your Bill Pay Account on the bill payment date entered by you. These transactions may be canceled or changed until they are processed, as instructed on the Bill Payment screen(s).

If you designate a bill payment as a "**Recurring**" transaction, you may request, and Credit Union will use, a start date that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc.). You will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before Start Date, but will be deducted from your Bill Pay Account on the start date. "**Recurring**" transactions may be canceled or changed until they are processed, as instructed on the Bill Payment screen(s).

- d. **Transaction Processing.** Funds will be taken out of your Bill Pay Account within two business days of the payment processing date. In many cases, your bill payments are electronically delivered to the payee within three (3) business days of the bill payment date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five business days to process and deliver to the payee. Bill Pay provides an indication of how many business days to allow for each payee you designate. This indication is, however, only an estimate and actual receipt of payment may be longer.

You must allow sufficient time (2 or 5 business days, as indicated) for Bill Pay to receive your request and process the bill payments so that the funds can be delivered to the payee on or before the payment due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If you properly schedule your payment with sufficient time, and the payment is not received by the payee, or is received late, Credit Union will assume responsibility for any late fees or finance charges, if you notify Credit Union of such late fees or finance charges within a reasonable time.

Credit Union is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. Credit Union is not liable in any way for damages you incur if: you do not have sufficient funds to make the payment on the processing date; the estimate of time to allow for delivery to the payee is inaccurate; there are mail delivery delays, changes of merchant address or account number; any merchant fails to account correctly for or credit the payment in a timely manner; or for any other circumstances beyond the control of Credit Union. If a payment is made through use of Bill Pay with insufficient funds in your account on the processing day, you may be subject to a non-sufficient funds (NSF) fee as disclosed in the Schedule.

You must keep Credit Union aware of any changes in your current home or business phone numbers and addresses or e-mail address, as applicable. You are responsible for monitoring the Bill Pay activity to verify that you did not have a payment that was not processed due to insufficient funds in your account. If a payment is not processed due to insufficient funds, the payment will be automatically retried, generally within two (2) business days. If you have a payment that failed because of insufficient funds, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay. If you have payments that failed because of insufficient funds, your Bill Payer may be blocked, and any other payments previously scheduled must be re-scheduled after the Bill Payer is unblocked.

- e. **Canceling or Modifying Bill Pay Authorized Payments.** Bill Pay payment transactions cannot be canceled or changed once they are processed, as instructed on the Bill Payment screen(s).

To request a cancellation of a payment or change a Bill Pay transaction designated with a future bill payment date or a "Recurring" date, you must use Bill Pay and follow the instructions provided.

If Bill Pay is not accessible you understand and agree that Credit Union will only accept a verbal or written notice to cancel a Bill Pay transaction if it relates to a payment designated as "Recurring" or with a future payment date. You understand that this notice is acceptable only if it is received no later

than three business days before the scheduled date of the payment. You may contact the Credit Union via phone at 713.428.3200 or 800.321.2411 or via help@peoplestrustfcu.org secured support e-mail. If you call, we may also require you to put your request in writing and get it to us within fourteen days after you call. If the payment was designated as "Recurring," the notice must detail whether the cancellation applies to only one of the recurring transactions or all transactions in the recurring stream. There may be a fee associated with canceling a payment.

f. **Limitations on Bill Pay Services.**

1. **Dollar Amounts.** There is a dollar limit of \$9,999 (or the available balance in your designated funding account, whichever is less) on your Bill Pay account in any 24-hour period.
2. **Available Funds Required.** All bill payments initiated through Bill Pay are subject to sufficient funds being available in the affected account to cover the payment on the Bill Payment Date.
3. **Payees.** You may utilize the Bill Pay service to make bill payments up to the maximum number of payees permitted by Vendor. Any payee you wish to pay through Bill Pay must be payable in U.S. Dollars and be located in the United States. Each payee must appear on the payee list you create with us and the account you are paying with must be in your name. You may not use Bill Pay to make payments to a federal, state, or local governmental or tax unit, or to pay child-support or alimony, or to make payments to other categories of payees that we establish from time to time
4. **Payment Dates.** If a payment is due on a Saturday, Sunday, or Federal holiday, Bill Pay will schedule the payment to occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time.
5. **Telephone Access.** The following may not be accomplished over the phone: User Access Code changes (including passwords); setting up payee accounts; and, except when Bill Pay is not accessible over the Internet, canceling or modifying a Bill Pay transaction. (See paragraph entitled "Canceling or Modifying Bill Pay Authorized Payments.")

7. **Popmoney**

- a. The Popmoney Service enables you: (1) to initiate a payment transaction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment transaction from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions. All payment transactions must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payment transactions may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time.
- b. **Initiation of Payment Transactions.** You may initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated immediately, (b) a one-time payment transaction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Popmoney page under the Move Money-External Transfer tab within HomeBranch. Payment transactions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete an ACH Network transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the payment transaction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the payment

transaction and receive the payment. You understand and agree that when you initiate a payment transaction from an Eligible Transaction Account using the Popmoney Service, the processing of the payment transaction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the payment transaction.

If you request a one-time payment transaction to be initiated on a specified date or a recurring series of payment transactions to be initiated on specified dates, then the processing of the payment transaction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information.

- c. **Receiving Payments.** If another person wants to send you a payment transaction using the Popmoney Service to an Eligible Transaction Account you hold with us, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and the Popmoney Website to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of payment transactions to you, and, as a Receiver, you may also receive electronic gift cards or requests from others for payment through the Service.

## 8. Text Banking

- a. If you sign up for Text Banking, we may send any Credit Union Text Banking messages through your communication service provider in order to deliver them to you. You agree that your communication services provider is acting as your agent in this capacity.
- b. You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account(s). We will determine in our sole discretion what information we make available through this service.
- c. 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.
- d. Credit Union Text Banking is provided for your convenience and does not replace your monthly account statement(s), which is the official record of your accounts.
- e. This service may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device(s) 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.
- f. We may send you marketing messages through the Credit Union Text Banking service.
- g. Receipt of account information through Credit Union Text Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties.
- h. 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 Credit Union Text Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.
- i. Credit Union Text Banking is only available to such accounts as we make available from time to time in our sole discretion.

- j. There is no separate service fee for this service but 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. **Message and data rates may apply. Such charges may include those from your communications service provider.** Message frequency depends on user preferences.
  - k. **To cancel your plan, send STOP to 454545 at any time.** For help or information on these products, send HELP to 454545. You will never receive a Credit Union Text Banking message that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at 713.428.3200 or 800.321.2411 to report the incident. For additional assistance, contact the Member Resource Center at the numbers listed above.
  - l. The terms and conditions in this Agreement are in addition to, and do not supersede or replace, any other agreements applicable to any of your accounts with us.
9. **HomeBranch Mobile Banking.** People's Trust endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). 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.
- a. **Definitions.** As used in this Agreement and Mobile Banking services, the following words have the meanings given below: "Account(s)" means your eligible People's Trust checking, savings, loan, share certificate, or other People's Trust products that can be accessed through Mobile Banking. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic. Your wireless carrier may assess you fees for data services. Please consult your wireless plan or provider for details. "Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.
  - b. **Description of Service.** 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 from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your People's Trust account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use HomeBranch Online Banking and then activate your Device within the Online Banking system. Information about People's Trust's Mobile Banking service is available on our website at **[www.peoplestrustfcu.org](http://www.peoplestrustfcu.org)**. 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 may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. People's Trust 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.
10. **Purchase Rewards.** Please see FinanceWorks & Purchase Rewards Offers -- End User License Agreement section below.
11. **FinanceWorks.** Please see FinanceWorks & Purchase Rewards Offers -- End User License Agreement section below.

#### **FinanceWorks & Purchase Rewards Offers -- End User License Agreement**

**In addition to the above content, if you decide to use either FinanceWorks or the Purchase 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 ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Purchase Rewards Offers, the terms "Service" and "Purchase Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Purchase 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 Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Purchase 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 Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Purchase 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, Purchase Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

**OWNERSHIP.** The Service and Purchase 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, Purchase 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, Purchase 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, Purchase 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, Purchase 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, Purchase 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, Purchase 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, Purchase 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.

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

Purchase Rewards. You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase 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 Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

Purchase Rewards Offers Account. You must use the debit card associated with the Purchase 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 Purchase 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 Purchase 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 Purchase 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.