

## **E-BANKING TERMS & CONDITIONS AGREEMENT**

The first time you access your accounts through E-Banking, you agree to be bound by the terms and conditions of this E-Banking Terms & Conditions Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

### **Introduction**

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at **Southwest Heritage Bank** ("the Bank", "we", "us" and "our") via our on-line site(s) ("E-Banking"). As used in this Agreement, the terms "you" and "your" refer to each person signing an E-Banking Application.

### **Benefits of E-Banking**

Through E-Banking, you can manage eligible accounts from your home or office on a personal computer. E-Banking can be used to conduct any of the following on-line services:

- Obtain balances and transaction histories on all eligible accounts enrolled in E-Banking (All account balances and transaction histories reflect activity through the close of the previous banking day);
- Transfer money between eligible accounts (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires);
- Transfer money to pay the Bank for overdraft protection, consumer loans, home equity loans, or certain other eligible loans;
- Pay bills to any merchant, financial Bank or an individual with a U.S. address. See Bill Payment Service section.

The Bank may, from time to time, introduce new E-Banking services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

### **Security & Protecting Your Account**

We are strongly committed to protecting the security and confidentiality of our customer account information. We use several techniques to help secure our E-Banking service, including the following:

- You can only access the Bank with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- You must have a valid E-Banking User ID and password to logon.
- If no action is taken for 5 minutes, you will be automatically logged off the E-Banking service.

### **Requirements**

To access E-Banking you must have Windows: IE. 4.01 SP1 and 5.0, Netscape Navigator 4.08, and Netscape Communicator 4.7 or compatible web browser and 128 bit data encryption.

In addition to compatible software, you must have an E-Banking User ID, a password and maintain one or more of the following eligible types of accounts at the Bank:

- Checking
- Savings
- Money Market

### **Password**

Your password will give you access to Bank accounts via E-Banking. The Bank is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and do not write it down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our E-Banking site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use E-Banking and the services provided therein. You are responsible for

all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).

### **Accessibility**

You can usually access E-Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of E-Banking or E-Banking Services may not be available due to system maintenance or reasons beyond the Bank's control. The Bank does not warrant that E-Banking or E-Banking Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call our office to conduct your transactions. An E-Banking Service transaction initiated prior to 5 PM (AZ Time) on a banking day is posted to your account the same day. All transfers completed after 5PM (AZ Time), or on a non-banking day, will be posted the following banking day.

### **Fees and Charges**

There is currently no charge for the use of the E-Banking described in this Agreement.

### **Restrictions**

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the E-Banking or E-Banking Services. You may not gain, or attempt to gain, access to any E-Banking and/or on-line financial service server, network or data not specifically permitted to you by the Bank or its suppliers, and you must not include any obscene, libelous, scandalous, or defamatory content in any communications with the Bank or its suppliers.

### **Accessing the Service**

When you complete your E-Banking enrollment form, you will be given an opportunity to request a User I.D. and Password. You will use the User ID and password to access both the E-Banking product and the Bill Pay product.

Each time you access the Service, you will be asked to enter your User ID and Password. The correct responses will give you access to the service.

### **Liability**

You are solely responsible for controlling the safekeeping of and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Bank and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Merchant for a Bill Payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

### **Amendment and Termination**

The Bank reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When termination occurs or when changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our website. We may also give notice of changes or termination in any other manner permitted by law. You may terminate this Agreement by written notice to the Bank. The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Bank on your behalf. The Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

### **Unauthorized Transactions**

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

### **Electronic Mail (E-mail)**

Sending E-mail is a very good way to communicate with the Bank regarding your accounts or the E-Banking Service. However, your e-mail is sent via your own software and, as a result, is not secure. Because of this, **you should not include confidential information, such as account numbers and balances in any e-mail to Bank. You cannot use e-mail to initiate E-Banking Financial Service transactions. All such transactions must be initiated using the appropriate functions within the E-Banking site. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.**

### **E-Mail Statements System Requirements**

- Online Banking (E-Banking) access
- Personal computer with Windows XP or higher operating system
- Internet browser with 128-bit encryption
- Adobe Acrobat Reader 7.0 or higher

### **E-STATEMENT AGREEMENT**

In consideration of the E-Banking services (Services) to be provided by Southwest Heritage Bank, Customer agrees as follows:

By agreeing to the terms and conditions you authorize Southwest Heritage Bank to send notice of regular periodic account statement(s) to Customer or their agent, in lieu of a paper copy, in electronic format for all accounts designated in this agreement to be viewed through E-Banking, Southwest Heritage Bank'S online banking service. By utilizing the services, Customer agrees to be bound to all rules and regulations applicable to Customer's deposit account and any other contract for services at Southwest Heritage Bank as established and amended by Southwest Heritage Bank.

Customer understands their right to revoke this agreement and thereby withdraw consent to communicate with Southwest Heritage Bank electronically. There are no fees associated with rescinding this agreement. In order to withdraw consent and terminate this agreement, Customer must notify Southwest Heritage Bank in writing, 30 days in advance, of this decision delivered to the Southwest Heritage Bank at the following address:

Southwest Heritage Bank  
Attn: E-Banking  
500 10<sup>th</sup> Street  
Alamogordo, NM 88310

Customer understands that Customer has a right to obtain a paper copy of the above-described E- Statements. To obtain a paper copy, Customer must make a specific request to Southwest Heritage Bank at the above address. In some cases, research fees specified in Southwest Heritage Bank'S Schedule of Fees and Charges may apply to Customer's request pursuant to this paragraph. Customer agrees to notify Southwest Heritage Bank immediately if Customer is unable to access any of the information that has been delivered by Southwest Heritage Bank in an electronic form or manner. Customer agrees to provide Southwest Heritage Bank with signed, written notice if Customer's electronic mail address changes.

Southwest Heritage Bank shall not be responsible or liable for:

- Consequential or incidental damages for negligent performance by Southwest Heritage Bank of its E-Banking services.

- Damages arising from unauthorized access to E-Statement Services.
- Any costs associated with updating, modifying or terminating Customer's software or hardware.

### **Disclosure of Information**

Information submitted to the Bank or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by the Bank or prohibited by law.

### **Links to other Sites**

Information that the Bank publishes on the World Wide Web may contain links to other sites and third parties may establish links to the Bank's site. The Bank makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, the Bank does not endorse the products or services offered by any company or person linked to this site nor is the Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

### **Virus Protection**

The Bank is not responsible for any electronic virus that you may encounter using the E-Banking Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

### **Damages and Warranties**

In addition to the terms previously disclosed, the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by E-Banking or the use of the E-Banking Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the Bank or one of its suppliers. In addition, the Bank disclaims any responsibility for any electronic virus (es) Customer may encounter after installation of such software or use of E-Banking or the E-Banking Services. Without limiting the foregoing, neither the Bank nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. The Bank and its suppliers provide E-Banking and the E-Banking Services from their own sites and they make no representation or warranty that any information, material or functions included in E-Banking or the E-Banking Services are appropriate for use by you in your jurisdiction. If you choose to use E-Banking and/or the E-Banking Services, you do so based on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Bank nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of E-Banking, the E-Banking Services, or contained in any third party sites linked to or from the Bank's web site. The Bank makes no representations or warranties regarding the accuracy, functionality or performance of E-Banking, E-Banking services, or any software that may be used in connection with same. The Bank disclaims any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose or error-free operation.

### **Indemnification**

Customer shall indemnify, defend and hold harmless the Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

### **Additional Remedies**

Due to the likelihood of irreparable injury, the Bank shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

### **Applicable Rules, Laws, and Regulations**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of New Mexico., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Otero County, New Mexico. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

### **Assignment**

The Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

## Integration

This Agreement constitutes the entire understanding of the parties with respect to the banking services to be provided by the Bank, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to and does not alter the terms of, any other agreements between you and the Bank.

## Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Bank, this Agreement will control.

## Waiver

The Bank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Bank of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

## BILL PAYING SERVICE AGREEMENT

This is your bill paying agreement with Southwest Heritage Bank (Bank). You may use Southwest Heritage Bank's bill paying service, Bill Pay, to direct Southwest Heritage Bank to make payments from your designated checking (account) to the Merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including the Financial Institution you designate and that Southwest Heritage Bank accepts as a payee.

### The Bill Paying Process

The Bank will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed. Payment requests entered on the current business day will be processed no later than the following business day. The Bank reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,
2. Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances;
3. The payment-processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Bank. The Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Bank has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree the Bank, at its option, may charge any of your accounts with the Bank to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant. Any Bill Payment can be changed or canceled up to three days prior to the business day the Bill Payment is going to be initiated.

### **Electronic Payment Rule Regarding International ACH Transactions - Effective September 18, 2009**

The National Automated Clearing House Association (NACHA), the association that oversees the electronic funds transfer system known as the ACH Network, is implementing a rule on September 18, 2009, that may affect clients who send or receive electronic transactions.

The rule change has created a transaction code called IAT, (International ACH Transaction). An IAT is an ACH entry that is part of a payment transaction involving a financial agency's office that is **not** located in the territorial jurisdiction of the United States, (all 50 states, U.S. territories, U.S. military bases and U.S. embassies).

#### **Bill Payments:**

Some bill payments are sent via the ACH network, and therefore may fall under the new IAT rules. IAT entries are **NOT** available within our online bill payment service. You may **NOT** use the bill payment service to initiate an IAT transaction, i.e.:

- Any payment to a Biller located outside the United States
- Any payment using funds that were sent to you from outside the United States, if the funds were accompanied by instructions specifying one or more payments to be made with those funds.

In **no** event shall Southwest Heritage Bank be liable for any claims or damages resulting from your scheduling any of these types of IAT payments. The original terms and conditions that you accepted upon enrollment of our bill payment system do **not** apply to these prohibited types of IAT payments. Additionally, Southwest Heritage Bank has **no** obligation to research or resolve any claim resulting from the misapplication, misposting, or misdirection of these types of IAT payments, and you accept full responsibility for the resolutions of all such claims.

Should you have any questions or concerns regarding this communication, please contact our Online Banking Department at (888) 702-5266.

#### **Force Majeure**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

BY FURTHER USE OF E-BANKING OR ANY ADDITIONAL E-BANKING SERVICE PROVIDED BY THE BANK, I AGREE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.

#### **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 miss-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.