SOUTH CAROLINA
FEDERAL
CREDIT UNION

South Carolina Federal Credit Union Online Services Agreement

Please read this Online Services Agreement ("Agreement") carefully. You will need to accept this Agreement in order to proceed with using our Online Services to access your South Carolina Federal Credit Union accounts.

This Agreement is between South Carolina Federal Credit Union (hereinafter "we, us, our or Credit Union") and each member who has enrolled in our online services, together with any person who is authorized by a member to use or access their online services (hereinafter referred together as "you, your or yours").

This Agreement applies to all online services including but not limited to, Online Banking, eStatements/eNotices, Online Bill Pay, FinanceWorks, Simple Perks, Mobile Banking, Text Banking, Mobile Apps, etc. and to any future electronic disclosures and notices, including tax preparation documents. By accepting this Agreement, you agree to the terms and conditions and affirmatively consent and agree to the use and receipt of these online services. This Agreement supplements the terms and conditions set forth in the Account Agreement, which includes the Electronic Funds Transfer Agreement, Funds Availability Policy, and Privacy Agreement; Truth in Savings Rate and Fee Schedule; as well as any other agreements which you have previously received and agreed to.

You may opt out of one or more of these Online Services; however, you agree that opting out of any of these services does not alter your acceptance of the terms and conditions regarding the online services you continue to use. Information specific to Online Banking and eStatements/Electronic Disclosures is provided later in this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of South Carolina. Your existing Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account Agreements. In the event any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable.

You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Changes to Agreement
Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms or fees as required by law, unless an immediate change is necessary to maintain the security of an account or our online services system. Your use of any service after the effective date of the change will constitute your agreement to the new modified or amended terms. Rejection of the new, modified or amended terms will constitute your termination/cancellation of any services provided pursuant to this Agreement. Upon such termination/cancellation you will remain responsible to pay any sums owed to us pursuant to your existing Agreements with us. Any waiver by either party or any default

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or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

1. Access to Online Banking

To access Online Banking, you must enter your User ID, password/personal identification number (PIN), and any other requested information. For your protection, you will be required to provide phone number(s) in order to receive a one-time use passcode via voice recording or text message. If you forget your password, you can establish a new password by requesting a one-time use passcode. If you incorrectly enter your password three times you will be prevented from access to Online Banking. In this event, you may use the Forgotten Password tool, or contact us to reset your PIN.

Online Banking is generally accessible 24 hours a day, seven days a week, except reasonable periods during which system maintenance is in progress.

a. Equipment and Software Requirements

To use Online Banking, you need a computer with internet access and a web browser (Microsoft Internet Explorer® or an equivalent). You are responsible for the set-up and maintenance of your computer and internet connection. 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.

The following are the **minimum** requirements to use the Credit Union's Online Banking:

Operating Systems

Unless otherwise noted in this policy, the certified or supported designation applies to any browser/operating system combination that is supported by the browser vendor. All system specifications required by browser or operating system vendors must be satisfied.

Internet browsers

Microsoft Internet Explorer (IE)	Netscape Browsers	Firefox Browsers	Safari Browsers[1]	Chrome
Certified 9.0 Supported 8.0	Not Supported	Supported 15.0+	Supported 6.0	Supported 22.0+

Note: *New versions of these browsers are expected to remain compatible with our online banking applications, but compatibility cannot be guaranteed. Supported browsers will allow access to online banking functionality but performance is not optimized for this browser and some functional and display issues may occur.*

[1]Safari browsers are supported on Mac operating systems only for Internet Banking

Mobile and Tablet Browsers – Online Banking

Mobile browsers are web browsers that are optimized to effectively display web content on mobile devices. Online Banking may function in mobile browsers, but are considered unsupported.

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Other System Settings

Unless otherwise noted in this policy document, the following settings and plug-ins are required to properly access Online Banking functionality.

Configuration	Requirement
Cookies	Enabled (first- and third-party)
JavaScript	Enabled
Minimum Screen Resolution	1024 x 768 pixels
PDF Reader	Compatible[1]
Adobe Flash Player	Latest Version[2]

[1]Any compatible PDF viewer will suffice. For some operating systems (e.g. Mac OS X) and for some browsers (e.g. Google Chrome) PDF viewing capabilities are available "out-of-the-box" without the need to install addition software. [2]Adobe Flash is only needed for FinanceWorks users.

b. Virus Protection

The Credit Union is not responsible for any electronic viruses that you may encounter. We encourage our members to scan their PCs and disks often using a reliable anti-virus product. Viruses that are undetected may corrupt or destroy your programs, files and hardware; and, you may unintentionally transmit the virus to other computers.

c. **Transaction Options**

Online Banking allows you to:

- Review up to six (6) months of recent account transactions.
- Borrow from your line of credit, if available, with funds transferred to checking, savings, or Money Market Accounts ("MMA").
- Transfer funds between checking, savings, and MMA.
- See a summary of your accounts.
- Make loan payments from your checking, savings, or MMA.
- Establish scheduled transfers from checking, savings and MMA to your other share or loan accounts.
- Get account information and/or statement update for checking, savings, MMA or loan accounts.
- Download account information into your personal finance management software, such as Quicken or Microsoft Money.

d. Linking Your Accounts

You can access all of your credit union share and loan accounts through Online Banking where you are the primary or joint owner. Please contact us with the account numbers for each of these Accounts in order to establish cross-account access.

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e. Fees and Limitations
Please refer to the Account Agreement and Truth in Savings Rate and Fee Schedule for applicable fees and transaction limitations applicable to your accounts.

f. Periodic Statements
Transfers and withdrawals made through Online Banking or Online Bill Pay will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

2. Online Bill Pay
The Credit Union provides Online Bill Payment Services in connection with the Online Banking Services. An additional disclosure is provided regarding the use of Online Bill Pay. The disclosure is presented upon the initial application for Online Bill Pay services. Members interested in the service should read the disclosure before enrollment or use. The Self- Service Checking product may require a minimum monthly usage of this Online Bill Payment Service. For account specific conditions when using this service, and any fees that may apply, please refer to the current Truth-in-Savings Rate and Fee Schedule.

3. Consent to Electronic Delivery of Statements, Disclosures, Notices and Tax Documents
By accepting this Online Services Agreement you affirmatively consent and agree to receive account statements, disclosures, notices, agreements, tax preparation documents and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as “Disclosures”).

Tax preparation documents are tax statements we may be required to provide to you. This includes but is not limited to IRS Form 1099-INT and 1098 tax documents.

Your consent and agreement shall relate to all Disclosures required under applicable law as a result of the various agreements between you and the Credit Union and shall remain valid until such time as you exercise your right to revoke this consent. At our discretion, we may electronically deliver (via email, Online Banking, or an email with attached disclosures or instructions/links) any Disclosures that we are required to provide under applicable Federal and State laws and their implementing regulations, which may be enacted or amended in the future. Your consent also authorizes us to provide electronic delivery of such Disclosures pursuant to these laws after they become effective.

a. eStatement Access and Security
You understand that your account statements will be maintained on a site you may access through Online Banking to obtain, review, print or copy/download. Each month/quarter, we will notify you by email advising you of the availability of your eStatement. You may then access your statement via the link to our Online Banking website. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Credit Union accounts as soon as you receive/access it.

b. **Right to Terminate and Receive Paper Copies**
You may cancel your eStatement service at any time by using the discontinue link provided in Online Banking. If you discontinue using eStatements, you may be subject to an Account Service

Fee as stated in our Truth in Savings Rate and Fee Schedule. To receive a paper copy of a statement you have received electronically, you may contact us or visit a branch; see our current Truth in Savings Rate and Fee Schedule for Statement Copy Fees.

If you cancel your eStatement service, you are also canceling electronic delivery of all Disclosures. If you wish to obtain a paper copy of any Disclosures, you may write to us with the details of your request. Paper copies of disclosures will be provided to you at no charge. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Disclosures will not be affected.

You agree that we can terminate electronic delivery of these documents and revert to printed mailed delivery for any reason at any time.

c. Equipment and Software Requirements

To access and retain your eStatements or any electronic record sent by the Credit Union your computer system must be equipped with Adobe Acrobat software version 6.0 or higher. You may download Adobe Acrobat for free at www.adobe.com. For maximum performance, we recommend that you use Microsoft® Internet Explorer 8.0 or higher for windows and Safari 5.0 or higher for Mac.

By accepting this Agreement, you acknowledge that you can access the electronic documents in the designated formats described above.

4. Changes to your Contact Information

All communications via email will be sent to the last known email address provided by you. You agree to notify us promptly of any change of your email address. For your protection and for security purposes, we will not accept any change of email address notices via email. Email address updates can be made within Online Banking by selecting User Options and following the instructions for changes. If you have not notified us of any change of your email address, you agree that your failure to provide us with a valid email address is the lack of ordinary care on your part. If we become aware that you are not receiving email, we may restrict your access to these services until you provide us with the correct email address and you may be converted to paper documents and assessed a fee as stated in the Truth in Savings Rate and Fee Schedule.

5. Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Services provided to you under this Agreement. We do not and cannot warrant that these services will operate without error, or that they will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, affiliates or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services provided under this Agreement or by reason of your use of these services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided.

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6. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the accounts covered by this Agreement, including, but not limited to, a claim based on or arising from an alleged tort, shall at your or our request, be determined by arbitration under the auspices and rules of the South Carolina Circuit Court Arbitration Rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation, which would otherwise be applicable, shall apply to any arbitration proceeding.

7. Parties' Responsibilities

a. Your Responsibilities

Authorized Use of Services by Other Persons: You are responsible for keeping your password and account data confidential. We are entitled to act on transaction instructions received using your password, and you agree that the use of your password will have the same effect as your signature or will authenticate your identity and verify the instructions you have provided to us for authorizing the transaction(s). If you authorize other persons to use your password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us that you have revoked the authorization and changed your password. You are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your password.

Electronic Transactions Errors and Resolution**:** Please tell us AT ONCE if you believe your PIN has been compromised. Telephoning or emailing is the best way of keeping your possible losses down.

Federal law requires that if you believe your PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50 if someone used your PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN, and we can prove that we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as $500.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the FIRST statement showing such a transfer was sent to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. When you contact us, you will need to provide the following information:

- Your name and account number
- A description of the error or the transfer you are unsure about, and an explanation of why you believe it is an error or why you need more information and
- The dollar amount of the suspected error.

To notify us of an error on your account, contact us at 843.797.8300 (**Charleston**) or 800.845.0432 (**Nationwide**), email us at: contactcenter@scfederal.org, or write to us at: South

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Carolina Federal Credit Union, P.O. Box 190012, N. Charleston, SC 29419-9012. Our standard business days include every day except Saturday, Sunday and federal holidays.

We may require that you submit your complaint or question in writing within ten (10) business days. We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

Password Security: Here are some suggestions for maintaining the secrecy of your password:

- Memorize your password - never write it down.
- Try to use random numbers and letters for your password. Avoid using passwords that could be easily guessed by others (your name, your phone number, your date of birth, etc.). We recommend using five to eight characters with a combination of letters and numbers.
- Always exit your email before leaving your computer unattended. Notify the Credit Union immediately if you have any reason to believe that the confidentiality of your password has been compromised.

Your password may be changed by any authorized party to your account. The Credit Union shall have no obligation or liability to any of the parties of a joint account if the password is changed using procedures we authorize.

Inappropriate Transactions: You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal Transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits,

liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

b. The Credit Union's Responsibilities

Processing Transactions: If we do not complete a transfer to or from your Account or cancel a transfer as properly requested on time or in the correct amount according to our Agreement with you, we are liable for your losses or damages. In case of an error you make in a transfer our sole responsibility will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

Limitations of Our Responsibility for Processing Transactions. There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your Account to make the transfer;
- if the transfer would go over the credit limit on your overdraft line;
- if the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
- if circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- if you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a bill payment;
- if you have not properly followed the instructions for using our Online Banking Services;
- if you receive notice from a merchant or institution that any payment you have made through our Online Banking Services remains unpaid, and you fail to notify us of this fact within five (5) calendar days from the date you receive any such notice;
- if the payee was a merchant or institution, you are not permitted to designate;
- if you do not set up the payment soon enough for payment to be received and credited by the payee by the due date; or
- if the payee does not credit your payment promptly or properly after receipt.
- for any failure to provide access or for interruptions in access to our Online Banking Service due to a system failure or due to other unforeseen acts or circumstances.
- for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment.
- for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your Internet browser, your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and software) to access or communicate with the Online Banking Services.

Our Online Banking Access. Neither we nor any of our service providers are liable for any damages (whether direct, indirect, special or consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by hardware or software or system-

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wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to operate our Online Banking.

Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a consumer reporting agency or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. Termination

We may modify, suspend, or terminate access to Online Banking at any time and for any reason without notice or refund of fees you've paid. We can terminate your Online Banking under this Agreement without notice to you if you do not comply with this Agreement, or the agreements governing your accounts, or if your accounts are not maintained in good standing. If you do not use Online Banking or if you do not log in to Online Banking or have any transaction scheduled through the Online Banking during any consecutive 120 day period we may convert your Online Banking to dormant status. If your account is considered dormant, you must contact us by phone to have the Online Banking reactivated before you will be able to schedule any transaction through the Online Banking.

9. Ownership of Website

The content, information and offers on the Online Banking site are copyrighted by Digital Insight and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

10. Geographic Restrictions

The Online Banking described in this Agreement and any application for consumer credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing in the United States of America. Citizens and residents may not be able to access Online Banking outside the United States of America.

11. Our Contact Information

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Email:	contactcenter@scfederal.org
Telephone:	843.797.8300 (**Charleston**) or 800.845.0432 (**Nationwide**)
	Monday - Friday 8:30 a.m. to 5:30 p.m. Eastern Standard Time
Postal Mail:	P. O. Box 190012, N. Charleston, SC 29419
Branch:	For a complete listing of our branches, please call us at the number above or visit scfederal.org.

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FinanceWorks & Simple Perks Offers -- End User License Agreement

If you decide to use FinanceWorks or participate in the Simple Perks 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 ("FW Service") solely to manage your financial data, and the purchase rewards application ("Simple Perks Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Simple Perks Offers, the terms "FW Service" and "Simple Perks Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, FW Service maintenance, Simple Perks information, help content, bug fixes, or maintenance releases, etc.) of the FW Service or Simple Perks Offers if and when they are made available to you by us or by our third party vendors. Certain FW Service and Simple Perks 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 Simple Perks Offers program; (iii) permit any third party to benefit from the use or functionality of the FW Service or Simple Perks 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 FW Service, use any tool to enable features or functionalities that are otherwise disabled in the FW Service, or decompile, disassemble, or otherwise reverse engineer the FW 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 FW Service or Simple Perks Offers or any services provided in connection with them, prevent access to or the use of the FW Service, Simple Perks Offers or any services provided in connection with them by other licensees or customers, or intentionally impose an unreasonable or disproportionately large load on the infrastructure while using the FW Service; or (vii) otherwise use the FW Service, Simple Perks Offers or any services provided in connection with them except as expressly allowed under this Section.

OWNERSHIP. The FW Service and Simple Perks 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 FW Service, Simple Perks 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 FW Service, Simple Perks 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 FW Service, Simple Perks 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,

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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 FW Service, Simple Perks 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 FW Service, Simple Perks 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. The FW Service allows 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.

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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 FW Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the FW Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the FW 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 FW Service and any related services to which such changes relate. Your continued use of the FW Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the FW Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such FW 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 FW Service, Simple Perks 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 FW 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 FW Service, Simple Perks 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 FW 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 FW Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from

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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.

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

SIMPLE PERKS OFFERS ACCOUNT. You must use the debit card associated with the Simple Perks 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 Simple Perks 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 Simple Perks 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 Simple Perks 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 misdelivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- 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.