

ELECTRONIC SERVICES AGREEMENT

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the USE Credit Union's Online Banking and Bill Presentment service or the Bill Payment service ("Services"). It also describes the rights and obligations of USE Credit Union ("Credit Union"). Further, this agreement outlines your consent regarding the receipt of notices, transactions and disclosures electronically. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

I. Definitions: The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Payment" is the online service that enables the scheduling of bill payments using a internet-enabled device;
3. "Fixed Payment" is a scheduled payment which recurs in the same amount at regular weekly, biweekly, monthly, semi-monthly, quarterly, annual or semi-annual intervals;
4. "ISP" refers to your Internet Service Provider;
5. "Online Banking" is the internet-based service providing access to your USE Credit Union account(s);
6. "Online Account" means the USE Credit Union account from which you will be conducting transactions using a Service;
7. "Password" is the system-generated code sent to you by USE Credit Union for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
8. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
9. "Time of day" references are to Pacific Standard Time;
10. "Member Number" is the USE Credit Union-generated identification code assigned to you for your connection to the Service;
11. "Variable payment" is an unscheduled payment which is executed on the basis of each individual bill;
12. "We", "us", or "Credit Union" refer to USE Credit Union which offers the Services and which holds the accounts accessed by the Services. For credit cards, these terms refer to Visa Card Services, California; and
13. "You" or "your" refers to the owner of the account or the authorized representative.

II. Access to Services: The Credit Union will provide instructions on how to use the Online Banking service or Bill Payment service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID.

If you require personal service during banking hours, the Credit Union's Member Service Center is available as follows:

- Monday, Tuesday, Thursday, Friday: 8:00 a.m. - 6:00 p.m.
- Wednesday: 9:00 a.m. - 6:00 p.m.
- Saturday: 9:00 a.m. – 4:00 p.m.

III. Banking Transactions with Online Banking

- A. Account Access. You may access your USE Credit Union accounts online.
- B. Transfer funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds among your checking accounts, savings accounts and money market accounts. NOTE: Because regulations require the Credit Union to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:
 - Statement savings account. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.
 - Money Market savings account. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking and no more than three (3) of these may be by check, draft or debit card.
- C. Additional Services. New services may be introduced for Online Banking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when

they become available, you agree to be bound by the rules which will be made available to you concerning these services.

- D. **Cut-Off Times.** Payments or transfers entered on our system before 5:00pm PST on a credit union business day will be scheduled and begin processing on the same business day. Payments that are received or entered after this cut-off time or on a day that is a non-credit union business day will be scheduled and processed the next business day. Payments and transfers applicable to cut-off times include payments made to loans, lines of credit, or credit card accounts; transfers and payments between accounts (or loans, lines of credit, or credit card accounts) within the same member number; and transfers and payments between accounts (or loans, lines of credit, or credit card accounts) of different member numbers.

IV. Schedule of Fees: The Credit Union offers the benefits and convenience of the Online Banking service to you free. The Bill Payment service is free for certain qualifying checking accounts. For non-qualifying accounts, the Bill Payment service will be a flat fee of \$5.50 a month. The fee will be deducted automatically from the Bill Payment account you specify. You are not charged an additional fee for using multiple Bill Payment accounts.

V. Statements: You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

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

- Do not give out your account information, Password, or User ID;
- Do not leave your internet-enabled device unattended while you are in the Credit Union's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your Password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at 1-866-USE-4-YOU (873-4968) between the hours of 8:00 a.m. to 6:00 (Pacific Standard Time), Monday through Friday. Telephoning the Credit Union is the best way of minimizing your losses and liability. If you notify the Credit Union within two (2) business days after you learn of the loss or theft of your Password, your liability will not exceed \$50.00 should someone use your account without your permission. If you do NOT notify the Credit Union within two (2) business days after the loss or theft of your Password, your liability could be as much as \$500.00, if the Credit Union establishes that the use of your Password could have been prevented had the Credit Union been notified within that two-day period.

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

If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Passwords, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the E-mail function provided in our Online Banking site. Use this secure form to e-mail the Credit Union regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Credit Union regarding other concerns of a confidential nature.

VII. Business Accounts: If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement, as amended from time to time;

- Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

VIII. Term and Termination:

- A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
1. You do not pay any fee required by this Agreement when due or,
 2. You do not comply with the agreement governing your deposit or loan accounts or,
 3. Your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

- C. Termination for Convenience. To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Credit Union by one of the following methods:

- a. By sending an e-mail to memberservice@usecu.org;
- b. By calling 1-866-USE-4-YOU (873-4968); or
- c. By writing a letter and either sending it to the following address:
 Attn: Research Department, Member Service Center
 USE Credit Union
 10120 Pacific Heights Blvd
 Suite 100
 San Diego, CA 92121
- d. or giving it to a Member Service Representative at any of the Credit Union's locations.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90 day period. If your account is considered inactive, you must contact us to have the Service re-activated before you will be able to schedule any transactions.

IX. Errors and Questions

- A. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call 1-866-USE-4-YOU (873-4968) or write us at:
 Attn: Research Department, Member Service Center
 USE Credit Union
 10120 Pacific Heights Blvd
 Suite 100
 San Diego, CA 92121

- B. Notification. You must report an unauthorized Online Banking or Bill Payment transaction which appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers.

1. We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:
 - Your name and account number
 - A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information; and
 - The dollar amount of the suspected error and date on which it occurred.
2. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed,

however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, or the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

3. You may notify the Credit Union by telephone, writing, or by e-mail using the E-mail function provided in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

X. Liability

A. Our Liability. This section explains our liability to you only to the extent that our liability has not been separately disclosed by any other agreements, notices or disclosures. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer;
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken;
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy;
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;
5. If your transfer authorization terminates by operation of law;
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately;
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement;
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer; and
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

- D. Virus Protection. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your internet-enabled device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.
- E. Credit Union Agreements. In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.
- F. Changes and Modifications. The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- G. Assignment. We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- H. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement, may be sent to you electronically.
- I. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
 - Where it is necessary for the provision of Online Banking and for completing transfers;
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - In order to comply with government or court orders, or other reporting requirements;
 - If you give us your permission;
 - To the Credit Union affiliated companies.
- J. Governing Law. This Agreement is governed by the laws of the State of California and applicable federal law.

XI. Receiving Transactions and Disclosures Electronically

By enrolling you are agreeing to receive documents electronically, including disclosures and notices we may need to provide you, including but not limited to, consumer deposit account agreements, Truth in Savings disclosures, schedule of fees, funds availability disclosures, electronic funds transfer disclosures, electronic funds error resolution notices, initial and annual privacy notices, online access agreement/privacy notice for minors, Check 21 notices, maturity notices, E-Statements, time deposit disclosures, time deposit maturity notices, time deposit renewal notices and change in terms notices, wire confirmations, quik receipts, Certification of Trust documents, funds transfer agreements, ACH notices, including set-up, changes and disputes, check hold notices, tax form notices, including 1099 and 1098 forms, dispute letters, and opt-in/revocation overdraft election consent notices. Consent to receive transactions, credit union disclosures and notices electronically apply to all records during the lifetime of your account, although not all communications may be available in electronic form. A valid email address must be provided in order to receive documents electronically. You are responsible for keeping your email address updated. Any messages containing personal or confidential account information will be sent to the email address you provide. You may request a paper copy of any document sent to you electronically. You may request a copy by contacting any branch, the Member Service Center, or sending an email through secure Online Banking. Fees may be assessed for paper copies of transactions in accordance with our Fee Schedule.

XII. 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.

- A. **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.

- B. **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.
- C. **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.

- D. **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.

- E. **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.

- F. **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.
- G. **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.
- H. **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.
- I. **DEBIT REWARDS OFFERS.** If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Debit Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be

earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.

The rewards information that we provide to you, which is provided "as is" and "as available".

(i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.

Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.