

Workers' Credit Union Home Banking Service Agreement

I - Agreement Terms:

This Online Service Agreement for Home Banking sets forth the terms governing Home Banking on the Web offered by Workers' Credit Union. All subscribers to the Home Banking Service ("you") agree to these terms.

This Agreement is a supplement to other information and disclosure documents governing your accounts at Workers' Credit Union. This Agreement for the Home Banking Service is not meant to replace any such agreements that govern your accounts at Workers' Credit Union.

For purposes of this disclosure, our Business Days are Monday through Friday. Bank holidays are not included.

Authorized Person

The owner of the Social Security Number that is registered in Home Banking is the authorized person to use the service. If you don't own the social security number on the account(s) you are not authorized to access, transfer or inquire about this service.

Computer Requirements

The service requires the use of 128-bit encrypted browser software (such as Netscape® Navigator or Microsoft® Internet Explorer, or other software that allows you to view the World Wide Web), a computer, a modem, and an Internet Service Provider. In this Agreement, the device and software used to view the World Wide Web are collectively referred to as your "Computer." You are solely responsible for the selection, installation, maintenance, operation, and cost of your Computer and Internet Service Provider.

Note: the Service is not compatible with all browser software, and is best-viewed using Internet Explorer or Netscape.

II - Home Banking

A - Accounts Available in Home Banking

You can have the following types of accounts available with this service:

- Checking accounts
- Savings accounts
- Money Market accounts
- Checking Account Line of Credit
- Mortgages
- Home Equity Loans / Lines
- Installment Loans
- Certificate of Deposit

We may allow other types of accounts to be connected to the Home Banking Service. We also reserve the right to determine which accounts can be connected to the service. We may refuse to allow certain accounts, such as accounts with special signing requirements, to become activated.

B - The Home Banking Service

The Home Banking Service allows you to:

- Obtain account information.
- Transfer money between accounts.
- Transfer money to pay certain Workers' Credit Union lines of credit, mortgages, or loans
- Pay bills to any merchant, institution, or individual with a U.S. address through Workers' Credit

Union Online Bill Payment

- View check images online
- View eStatements online for deposit account's

C – Account Transfers

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account.

- transfer funds from checking to savings
- transfer funds from checking to checking
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
 - Account Transfers Schedule
 - Monday through Thursday - 6:00AM – 8:00PM EST - Online transfers submitted during the timeframe above will post immediately. Transactions processed out of that time frame will be posted the next business day by 8:00AM EST
 - Friday - 6:00AM – 11:00PM EST - Online transfers submitted during the timeframe above will post immediately. Transactions processed out of that time frame will be posted on Saturday by 8:00AM EST
 - Saturday, Sunday and Holiday Weekends - Online transfers submitted on Saturdays will post on Sunday by 8:00AM EST. Online transfers submitted on Sundays will post on Monday by 8:00AM EST. On a holiday weekend, online transfers submitted on Sunday or Monday will post on Tuesday by 8:00 AM. EST
 - Recurring Transfers – Any recurring transfers set up within home banking through the schedule transfers option will be posted by 2:00pm on the effective date of the transfer.

D – Account Access and Balances

For each account you may access a maximum of 180 days of your transaction history through Home Banking. Your transactions and balances are shown in real time. The available balance is shown in real time but may not include any holds. If you have a Checking Account Line of Credit and your Checking Account is overdrawn the Line of Credit will advance to your checking account. The credit to your checking account will appear on the day the checking account was overdrawn.

E - Notifications

Our Notifications section allows you to set up email notices to your personal email address for Balance alerts, Maturity dates and Check cleared. Notifications are sent once a day at 2:00 P.M. EST. This notification email is for your own knowledge; it will only be delivered to your personal email address. Email notifications WILL NOT be sent to any merchants in case of fund unavailability.

III - Bill Payment

A – The Bill Payment Service

Our Online bill payment service allows you to schedule bill payments seven days a week. Through Online Bill Payment you can:

- Make payments to individuals, businesses and merchants
- Set up payments to be made on a regular basis
- Make payments from your Workers' Credit Union checking accounts, or set up recurring payments
- You may also make payments to other financial institutions.

B - Payment Account

Your bill payment account must be a Workers' Credit Union Checking Account.

C - Payment Method

Your Online bill payments will be made by transferring funds electronically from the Payment Account to the payee, or by mailing a check payable to the payee. A "payee" is a person or business you are paying. You can only designate payees with United States addresses. You may delete payees from your bill payment service if you do not use them.

D - Timing and Scheduling Your Payments

To allow time for the payee to receive your payment, you must schedule the payment to be made at least five Business Days prior to the day you want a payee to receive payment. The day by which the payee indicates payment is due is the "Due Date."

We recommend that you do not schedule the payment to be made during a grace period that your payee grants between the Due Date and the date at which the payment is considered late. Workers' Credit Union will not be liable for late charges, penalties, interest, finance charges, and other damages if you schedule your payment to be paid during a grace period.

Our third party company Metavante Corporation will initiate your payment request either on the Business Day we receive your request, or the Business Day you specify.

Payments requested to occur on a Saturday, Sunday or Bank holiday will be processed the next Business Day.

When requesting an Online Bill Payment, the funds will be withdrawn the day you designate the payment to be made (the "Process Date"). The payment will be mailed or sent electronically to the payee the next Business Day by Metavante Corporation. You must have funds on deposit on the Process Date for the payment to be made.

Workers' Credit Union assumes no responsibility for late payments if you do not properly schedule and submit your request. To ensure that critical or time-sensitive payments, such as insurance premiums, are made in a timely manner, we recommend that you schedule these payments well in advance of their Due Dates. Payees may require extra time to post a payment to your account because they do not receive a payment coupon or invoice number with the payment. Some payees disclose the extra processing time they require to post payments that do not include a payment coupon or invoice.

Recurring payments may be set up for weekly, bi-weekly, monthly, or bi-monthly payment. They must be for the same amount each time. Any scheduled or recurring payment request you designate that falls on a Saturday, Sunday or a Bank holiday will be made on the following Business Day.

E - Right to Stop Payment and Procedure For Doing So.

To place a stop payment made through the bill pay system you must contact our Member Service Center at 1-978-345-1021. Please refer to our separate Fee Schedule for the amount we will charge you for each stop-payment order you give.

F - Disconnected Service

If for some reason you are disconnected from the bill payment before you log out, we recommend that you log back onto the service to verify that the payments or transfers you scheduled appear on your view payments & payment history screen. If a scheduled payment or transfer is missing, please call our Member Service Department at 978-345-1021 or 1800-221-4020 (for non-local calls in MA & NH).

Do NOT reissue any payment requests made during the interrupted session unless you have been advised to do so by our Member Service Department. Otherwise, a duplicate payment could result. You authorize us to pay any duplicate payments you issue. We will not be responsible for any payee's refusal to return any duplicate payments issued by you.

G - Rejecting Payment Requests

Payment requests may be rejected if they appear to be fraudulent or erroneous. A payment request may also be refused if there is any uncertainty regarding the transacting party's authority to conduct the transaction, or if there is any dispute or uncertainty regarding the ownership or control of the Payment Account.

H - No Signature Required

When a payment is requested using bill payment, you agree that we may charge your account to make the payment with the same effect as if you had signed a check.

I - Deleting Bill Payments

After a payment request is transmitted, you may use bill payment to delete the payment by using the DELETE function on the view pending and payment history page. The delete request for payments must be transmitted on the business day before the Business Day the transaction is scheduled to take place, or you may be responsible for the payment. Recurring payment instructions must be deleted 2 days prior to the recurring payment date.

J - Bill Payment Fees

For bill payment fees refer to the applicable Fee Schedule.

IV – Additional Terms

A – Phone Link Personal Identification Number (PIN)

You need your Phone Link PIN to access your Home Banking Service.

The Phone Link PIN is pre set for first time users to the last four digits of your Social Security Number. To set up your Phone Link PIN please contact our Member Service Department at 978-345-1021 or 1-800-221-4020 (for non-local calls in MA & NH). Once you have established your new Phone Link PIN you can register for Home Banking using your Social Security Number as the user ID and your Phone Link PIN as the password. We strongly recommend that you then personalize your user ID and your password.

B- Limitations

Money Market Checking or Money Market Savings.

During any statement cycle period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic or computer transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be subject to closure by the credit union. (Additional fees may be charged. See our Fee Schedule)

C – Hours of Operation and Transaction Cutoff Time

Home Banking and Bill Pay is available to you 24 hours a day, 365 days a year, except at times of “Service Unavailability” (see section D of this agreement). Transfer requests between 8pm through 6am EST will post on the next business day. All transactions are completed at time of request.

D – Service Unavailability

Access to Home Banking may be unavailable without notice at certain times for the following reasons:

- **Scheduled Maintenance:** There will be periods when systems require maintenance or upgrades. These typically occur from 12am – 12pm (Eastern time). You may be able to access your account information between those hours; however you will only be able to view your information. You will not be able to make any transfers.
- **Unscheduled Maintenance:** Home Banking may be unavailable when unforeseen maintenance is necessary.
- **System Outages:** Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruption in telephone service or electrical outages may interrupt service availability.

E – Our Liability for Failing to Make or Complete a Transaction

- Home Banking

If Workers' Credit Union does not properly complete a transaction on time or for the incorrect amount, we will pay any late fees or finance charges. There are some exceptions that we will not be liable for, such as:

- You fail to provide us with timely, complete and accurate information for any transfer failures.
- Through no fault of ours, you do not have enough available funds or credit availability in your account to make the transfer.
- The transfer would exceed the credit limit under any credit arrangement established to cover negative balances.

- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us.
- The system or terminal was not working properly and you knew or should have known about the problem when you started the transaction.
- The funds in your account are subject to legal process, or otherwise are not available for withdrawal.
- The electronic funds transfer system of Workers' Credit Union is not working properly.
- You did not properly follow service instructions on how to make the transfer (this includes incorrect date, amount).
- Your computer, Internet connection, and/or software malfunctioned for any reason, the unsuitability of your computer or software or any virus, or the transaction could not be completed due to Service Unavailability.

Workers' Credit Union will not be liable for indirect, special or consequential damages arising out of the use of Online Home Banking. There may be other exceptions stated in our agreements with you.

F – Metavante Liability for Failing to Make or Complete a Transaction

- Bill Pay

If Metavante does not properly complete a transaction on time or for an incorrect amount, they will pay any late fees or finance charges as long as your account was in good standing with the merchant prior to this incident. There are some exceptions, however. Metavante WILL NOT be liable, for instance if:

- You fail to provide them with timely, complete and accurate information for a stop payment.
- Through no fault of Metavante, you do not have enough available funds or credit availability in your account to make the payment.
- The payment would exceed the credit limit under any credit arrangement established to cover negative balances.
- Circumstances beyond their control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the payment despite reasonable precautions taken by Metavante.
- The system or terminal was not working properly and you knew or should have known about the problem when you started the transaction.
- The funds in your account are subject to legal process, or otherwise are not available for withdrawal.
- The Bill Payment account is closed or frozen.
- The electronic funds transfer system of Metavante is not working properly.
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely.
- You did not properly follow service instructions on how to make the payment (this includes incorrect date, amount and/or address information.).
- You did not authorize a payment early enough for the payment to be scheduled, transmitted, received and credited by the payee's due date.
- Metavante made a timely payment but the payee refused to accept the payment or did not promptly credit your payment after receipt.
- Any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee.
- Your computer, Internet connection, and/or software malfunctioned for any reason, the unsuitability of your computer or software or any virus, or the transaction could not be completed due to Service Unavailability.

Metavante will not be liable for indirect, special or consequential damages arising out of the use of Online Bill Payment. There may be other exceptions stated in our agreements with you.

G – Error resolution notice

- Tell us AT ONCE if you believe your Home Banking log-in information has been lost or misplaced. Telephoning is the best way of limiting your possible losses.
- In case of errors or questions about your electronic transfers or payments please let us know as soon as you can. If you think that your statement is wrong or if you need more information about

a transfer listed on the statement, telephone us at 978-345-1021 or 1-800-221-4020 (for non-local calls in MA & NH)

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- Describe the error or the transfer you are unsure about. And explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us your complaint verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 calendar days after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 calendar 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 10 business days, we may not provisionally credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error we will send you a written explanation.

We may Debit a provisional credit. Upon debiting a provisionally credited amount, we shall:

- (i) Notify you of the date and amount of the debiting;
- (ii) Notify you that we will honor checks, drafts, or similar instruments payable to third parties and preauthorized transfers from your account (without charge you as a result of an overdraft) for five business days after the notification. We shall honor items as specified in the notice, but need honor only items that it would have paid if the provisionally credited funds had not been debited.

You may inspect or ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

Workers' Credit Union
815 Main St. - PO Box 900
Fitchburg, MA 01420
Business Days: Monday through Friday
Business Hours: Monday through Friday: 9:00 A.M. - 5:00 P.M.
Excluding Federal Holidays
Phone: 978-345-1021 or 800-221-4020 (for non-local calls in MA & NH)
More detailed information is available on request

H - Email Limitations

We may not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately, for example, if you need to report a lost or stolen card or PIN, or report an unauthorized transaction from one of your accounts. We cannot take action based on your email requests until we actually receive your message and have a reasonable opportunity to act.

Email may not be used to request account information or to conduct transactions with us (e.g., wire transfer requests, loan payments, or funds transfers, account numbers). Though all our email correspondence via our website is encrypted we recommend that you do not include sensitive information on your email messages. If in doubt, contact our Member Service Department at 978-345-1021.

I - Privacy Policy Rights

- We, our, and us, when used in this notice, mean Workers' Credit Union.

This is our privacy notice for our members. When we use the words "you" and "your" we mean the following types of members:

- Our consumer members who have a continuing relationship by purchasing or holding financial products or services such as a (n):

- Share account
- Loan account
- Credit card account
- Safe deposit box
- Annuities
- Mutual funds
- Life insurance
- Long term care insurance

We will tell you the sources of the information we collect about you. We will tell you what measures we take to secure that information.

We first define some terms.

Nonpublic personal information means information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from public sources, such as telephone directories or government records. Hereafter, we will use the term "information" to mean nonpublic personal information as defined in this section.

An affiliate is a company we own or control.

A nonaffiliated third party is a person we do not employ or a company this is not an affiliate of ours. This is also known as nonaffiliated third party, or simply, an "other party."

- The Information that we collect

We collect information about you from the following sources:

- Information you give us on applications or other forms
- Information about your transactions with us
- Information about your transactions with our affiliates
- Information about your transactions with other parties
- Information from a consumer reporting agency

- The confidentiality, security and integrity of your information

We restrict access to information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to protect this information.

- Your Information and our affiliates

We may disclose information about you to our affiliates. Here are the kinds of information and the source of that information:

Transaction and experience information from our account records:

- Information about your transactions and experience with us, such as
 - Name
 - Address
 - Types of accounts
 - Telephone number

Federal law allows us to disclose the information listed above with our affiliates. You do not have a right to opt out of the disclosure of this information.

- Types of Affiliates

We may disclose information about you to the following types of affiliates:

- Financial service providers, such as:
 - Securities broker-dealers
 - Insurance agents

- Your information and other parties

We will not disclose information about you to anyone except as disclosed in this policy or as permitted by law. Examples of this might include disclosures necessary to service your account or prevent unauthorized transactions.

- Information about former members

We do not disclose information about former members, except as permitted by law.

- Authorized Sharing – Joint Marketing

We may disclose the following information to other financial institutions with whom we have joint marketing agreements:

- Information you give us on an application or other forms, such as:
 - Name
 - Address

We disclose the information listed above with other financial institutions with whom we have joint marketing agreements. You do not have a right to opt out of the disclosure of this information.

- State Limitations
We will not share any information derived from share relationships with us about members who reside in the following state(s):
 - Massachusettsnor will our branches or offices located in such states share this information with other parties.
- Types of Businesses
We may disclose information pursuant to joint marketing agreements to the following types of businesses
 - financial service providers, such as
 - Insurance agents

J – Non-usage and Cancellation of the Home Banking Service

You must indicate that you wish to cancel the service either with our Member Service Department at 978-345-1021 or by written notice to:

Workers' Credit Union
Attn: Internet Department
P.O. Box 900
Fitchburg Ma 01420

Non-usage of the service for 90 consecutive days may result in either termination of the service or discontinuance of any service fee waiver at our sole discretion. You agree that at any time after such notice or period of non-usage, we may discontinue the Home Banking Service and all Services available with in Home Banking (ex. Bill payment, Money Mover, eStatements and Scheduled Reoccurring Transfers. We strongly recommend that you cancel all recurring and future bill payments before you cancel your Home Banking Service. This will ensure that future payments and transfers made by you will not be duplicated.

K – Termination of Service

We may suspend or terminate your Home Banking Service at any time with or without cause and without affecting your outstanding obligations under this agreement. We may immediately take this action if:

- You breach this or any other agreement with us
- We have reason to believe that there has been or may be an unauthorized use of your Home Banking log-in information
- There are conflicting claims to the funds in your account
- You request that we do so

- You reach a 90-day period of service inactivity

L – Amendment of this agreement

Workers' Credit Union may change or cancel the Home Banking Service at any time without cause, subject to applicable laws and regulations. We may amend this agreement by sending you advance notice of the amendment. All notices we send to you will be deemed delivered when mailed to the last address we have for you.

M – Notices

We may send notices to you at the address shown in our system. Also email correspondence is an acceptable way for Workers' Credit Union to communicate notices.

N – Severability

If any provision of this Agreement is determined to be void or invalid, the rest of the Agreement will remain in full force and effect.

O – Other Terms

This Agreement supplements any other agreements of the accounts that you have active in the Home Banking Service. Please see those agreements for other details regarding your accounts, fees and transactions.

FinanceWorks & Debit Rewards Offers -- End User License Agreement

In addition to the above content, if you decide to use either Finance Works or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP. The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES. In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS. You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

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

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

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

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

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

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

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

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.