



## Online Banking Agreement and Disclosure

Last Updated: April 2011

This Online Banking Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of the Online Banking and/or Online Bill Payment service (“Service” or “Services”). It also describes the rights and obligations of First Community Credit Union (“Credit Union”). Please read this agreement carefully. By requesting and using one of the Services, you agree to comply with the terms and conditions of this Agreement.

### **I. Definitions & Requirements**

The following definitions apply in this Agreement:

“Authorized Representative” refers to a person with authority (with respect to the account);

“Bill Payment” is the online service that enables the scheduling of bill payments using a personal computer (PC);

“ISP” refers to your Internet Service Provider;

“Online Banking” is the Internet-based service providing access to your Credit Union account(s);

“Online Account” means the account(s) from which you will conduct transactions using a Service. You must have an open account with First Community Credit Union in order to use Online Banking. Additionally, you must have a Credit Union checking account in order to utilize the bill payment service.

“Password” is the system generated code, or the member generated code selected by you for use during the initial log in, or the codes you selected after the initial log in, that establishes your connection to the Service;

“PC” means your personal computer that enables you, with an Internet browser and ISP, to access your Online Account. You will need a computer with a modem and Internet browser that supports SSL and 128-bit encryption. You are solely responsible for the maintenance, installations, and operation of your computer. First Community Credit Union shall not be responsible for any errors, deletions, or failures

that occur as a result of any malfunction of your computer or software. You should routinely scan your PC using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. First Community Credit Union shall not be responsible for any computer virus that affects your computer or software while using our Service;

“Time of Day” references are to Central Standard Time (CST);

“User ID” is the Credit Union generated code assigned to you for your connection to the Service;

“We”, “us”, “our”, or “Credit Union” refer to First Community Credit Union which offers the Service and holds the accounts accessed by the Services, and any agent, contractor, service provider, licensor, designee, or assignee First Community may involve in the provision of the Services;

“You” or “your” refers to the owner of the account or the Authorized Representative;

In order to provide electronic disclosures, we must maintain a current member email address at all times. It is your sole responsibility to provide us with your correct and true contact information, including your email address. You should immediately notify First Community Credit Union of any changes to your personal contact information.

## **II. Access to Services**

You will gain access to your online accounts through the use of your Internet-enabled device, your ISP, your User ID and your Password. You may access your account 24 hours a day, 7 days a week. However, the availability of Services may be suspended for brief periods of time for the purposes of maintenance, updating, software revisions, or emergencies. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties or inability you may have in accessing the Service or certain features.

For purposes of transactions, the Credit Union’s business days are any calendar days other than Saturday, Sunday, or any holidays recognized by us. Bill Payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal System are operating and open for business. Funds Transfers are processed on all business days that the Federal Reserve is open for business. All Online Banking transaction requests initiated or received after 8:00 PM CST on business days and all transactions that are requested on Saturday, Sunday, or holidays on which the Credit Union is closed, will be processed on the Credit Union’s next business day. The Credit Union’s business day begins at 8:00 AM CST.

### III. Credit Union Transactions with Online Banking

#### A. Account Access

You may access any of your credit union accounts online. You will have access to approximately six (6) months worth of transactional history. You may export and save your account history onto your own computer, as we do not save, store or have access to transactional data in electronic format beyond this approximate six month period and will have no obligation or ability to provide such data to you electronically.

You may use the service to:

- Obtain your account and/or loan balances and transaction information
- Access your account/loan history (approximately six months worth)
- Request Stop Payments
- Transfer funds between your credit union accounts
- Transfer funds from your overdraft line of credit or your Home Equity line of credit to your deposit accounts
- Make payments from your deposit accounts to your credit union loan accounts
- Export your transactional data to your personal computer
- Set up email notifications/alerts in relation to your accounts
- Access your eStatements (if you are enrolled in eStatements)
- Send and receive secure email correspondence
- Change your account user options
- Update your contact information, including email address, physical address and phone numbers
- Access the Bill Payment Service to make payments from your Payment account to third parties
- Receive electronic bills (when offered by the service)
- Transfer funds to and from your credit union accounts to and from accounts you hold at other institutions
- Transfer funds from your credit union accounts to third parties
- Access and Submit online forms
- Access tax preparation software
- Access your 1098/1099 tax forms
- Access the Service from an internet-enabled mobile device

#### B. Transfer of Funds

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments to us. You may transfer funds among your checking accounts, savings accounts, and money management accounts.

**NOTE:** Because federal regulations require financial institutions to limit preauthorized transfers (including Online Banking transfers), the following limitations may apply:

Share Savings Accounts: You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer, or by telephone or Online Banking

Money Management Accounts: 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 in check or draft form.

### **C. Additional Services**

New Online Banking Services may be introduced 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 of such Services, which will be made available to you.

## **IV. Schedule of Fees**

The Credit Union offers the benefits and convenience of Online Banking and Bill Payment Services free of charge for personal or consumer accounts.

For Commercial or Business accounts, use of the Bill Payment Service is free for the first 90 days after enrollment, and thereafter is \$10.00 a month for up to 15 bills (plus 0.55 per each additional bill).

Please refer to the Credit Union's fee schedule regarding other possible fees.

## **V. Statements**

You will continue to receive your account statement either monthly or quarterly (depending on the type of account) in paper format, unless you opt-in to receive electronic statements. Please note that some Credit Union accounts may require you to receive your statement in electronic format.

## **VI. Security & Privacy**

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. Please read our privacy notice online at [www.firstcommunity.com](http://www.firstcommunity.com).

You are responsible for keeping your password and online account information confidential. Your password is kept in encrypted form in our database. No one at First Community Credit Union or our

Service Provider has access to this information. 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 PC or internet enabled device unattended while you are on the Credit Union's online banking site
- ★ Never leave your account information within range of others
- ★ Do not allow your internet browser to store your online banking User ID or password
- ★ Do not send privileged account information (account number, password, etc.) in any public or general email system
- ★ If you suspect your online banking credentials have been compromised, use the password change feature within the User Options sections of the Service to change your password
- ★ If you believe your password has been lost or stolen, or you suspect fraudulent activity on your account, call the Credit Union immediately at (636)728-3333 or (800)767-8880 between the hours of 8:00 AM and 7:00 PM Monday thru Friday, or 8:30 AM to 12:30 PM Saturdays. Telephoning us is the best way to minimize your losses and liability.

## **VII. Electronic Mail (Email)**

If you send us an email message, we will be deemed to have received it on the following business day. You should not rely on email 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: Email transmissions outside of the online banking service are not secure, unless otherwise noted. 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 email system. If you wish to contact us electronically and securely, please use the "Contact Us" email form provided within the Secure Forms section of Online Banking.

## **VIII. Bill Payment Services**

CLICK [HERE](#) TO SEE THE BILL PAYMENT SERVICE'S AGREEMENT AND DISCLOSURE.

## **IX. Linked Accounts**

At your request, you may link your credit union accounts so that they all appear together underneath one log in and password, and so that you can move funds between them (subject to regulations; see Section III, Part B). We will require signatures of all account holders on the accounts to be linked together on a specially designated form. Your request to have the accounts linked will be processed after we receive the form and verify all signatures. If we cannot verify the validity of the signatures we will not honor your request until such time as identity can be verified. We are not responsible for lost or misplaced forms. This authorization may be revoked at any time by us or any of the account holders. We may require this revocation by the account holders be in writing.

## **X. 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:

1. Enter into this Agreement as amended from time to time;
2. 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
3. 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.

## **XI. Term and Termination**

### **A. Term.**

This Agreement will become effective on the date of your first use of the Services 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 online 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 this Agreement or any agreement governing your deposit or loan accounts or 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. The Credit Union reserves the right to change or discontinue, temporarily or permanently, any Service, or any part thereof, at any time and from time to time, with or without notice. You agree that we will not be liable to you or any third party for any change or discontinuance of a Service. Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any online banking or bill pay activity for a period of 180 consecutive days, the Services may be terminated by us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, Service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Service, you must contact our Member Service Center.

### **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 (if any) 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:

1. By sending an email to: [support@firstcommunity.com](mailto:support@firstcommunity.com)
2. By calling us at 636-728-3333 or 800-767-8880
3. By writing a letter and either sending it to the following address: Attn: eCommerce Department, First Community Credit Union, 17151 Chesterfield Airport Road, Chesterfield, MO 63005, or giving it to a Member Service Representative at any of the Credit Union's locations.

Inactive Status. We may convert your account to an inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180 day period. If your account is considered inactive you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

## **XII. Electronic Funds Transfer Provisions for Consumers**

## A. Applicability

These disclosures supplement the Electronic Funds Transfer disclosures provided by the Credit Union. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

## B. Your Liability

The following determines your liability for any unauthorized EFT or any series of related or unauthorized EFTs:

1. Tell us AT ONCE if you believe your password or access code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your password or access code, you can lose no more than \$50 if someone used your password or access code without your permission.
2. If you do NOT tell us within 2 business days after you learn of the loss or theft of your password or access code, and we can prove we could have stopped someone from using your password or access code without your permission if you had told us, you could lose as much as \$500.
3. Also, if your statement shows transfers that you did not make, including those made by card, password, access code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise delivered 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
4. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transaction involved a new account) after we hear from you and will correct any error promptly. If more time is needed however, we may take up to 45 days (90 days if the transaction involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate a complaint or question. If this occurs, we will credit your account within 10 business days (20 business days if the transaction involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made. 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.

5. You may notify us by telephone, in writing, or by email using the secure email form provided within our Online Banking service. Notification by general email to report an unauthorized transaction is not secure and therefore not advised.

### **C. Telephone Numbers and Addresses**

In case of errors or questions regarding an Online Banking or Bill Payment Transaction, call 636-728-3333 or toll free 800-767-8880, or write us at: ATTN: eCommerce Dept., First Community Credit Union, 17151 Chesterfield Airport Road, Chesterfield, MO 63005, or use the "Contact Us" secure email form found within Online Banking.

1. We must hear from you at the telephone number(s), mailing address, or secure email listed above no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:
  - a. Your name and account number
  - b. A description of the error or the transfer in question and an explanation of why you believe it is an error or need more information; and
  - c. The dollar amount of the suspected error and date on which it occurred.
2. If you verbally provide this information we may require that you send us your complaint or question in writing within 10 business days.

## **XIII. Liability**

### **A. Our Liability**

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment Service account. 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 solely and 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) prevent 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 Credit Union and Online Banking policy.
4. If your account has been closed
5. If your funds are the subject to a legal proceeding, or other encumbrances, restricting the transfer.
6. If your transfer authorization terminates by operation of law.
7. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
8. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
9. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
10. If we have 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.
11. If the bill payment or transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
12. If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.
13. If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
14. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of the credit union and/or service providers
15. Other applicable laws and/or regulations exempt us from liability.

WITH YOUR ACCEPTANCE AND USE OF THE SERVICE, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF THE SERVICE.

## **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 Microsoft (Internet Explorer browser), Mozilla (Firefox browser) or Apple (Safari browser), by an Internet access provider, or by an online service provider, or by the internet, nor will we be liable for any direct, indirect, special, punitive 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 PC or Internet enabled device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## **XIV. General Terms and Conditions**

### **A. 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, the Bill Payment Service or any future services is your acknowledgement 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. We will automatically deduct any fees related to this Service from your account each month.

### **B. Changes and Modifications**

We may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via email and you will be deemed to have received it the first business day after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse effect on you or the services offered, we will make reasonable efforts to provide you at least 30 days prior notice. Amendments or changes in terms or conditions may be made without prior notice if they do not result in higher fees, more restrictive Service use, disclosure of additional account information to necessary third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system(s) or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s) you must notify us to cancel your access to the Service. Your continued use of the Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

### **C. 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. You may not assign this Agreement to any other party.

### **D. Notices**

Unless otherwise required by applicable law, you agree that any notice or written communication given pursuant to this Agreement may be sent to you electronically.

### **E. Disclosure of Information**

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

1. Where it is necessary for the provision of the Services and for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government or court orders, or other reporting requirements;
4. If you give us your permission;
5. To Credit Union affiliated companies;
6. If it is necessary to assist us in the collection of information for internal use
7. If it is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service;
8. If it involves a claim by or against us concerning a transaction on your account.

### **F. Governing Law**

This Agreement is governed by the laws of the State of Missouri and applicable federal law.

### **G. Exclusions of Warranties**

**YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU "AS-IS" WITHOUT WARRANTY OF ANY KIND. THE CREDIT UNION EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, OR ERROR-FREE.**

## **XV. Electronic Disclosure Consent (when applicable)**

You agree that we may provide in an electronic format all disclosures, notices, communications, terms and conditions and amendments thereof related to the Services. Disclosures that we may provide in an

electronic format include, but are not limited to: account statements, account disclosures, changes in account terms, notice of fee changes, and privacy notices.

### **A. How to Obtain Electronic Disclosures (E-Disclosures)**

We will always post the most current Online Banking and Bill Pay Agreements on our website or within our Online Banking Service. If any amendments to these agreements would have an adverse affect upon our members we will make reasonable efforts to provide at least 30 days notice prior to the affected changes.

We may also send our members an email or secured message through our Online Banking service that tells you where disclosures and/or account statements can be viewed on our website. We may also send certain disclosures or notices as an email or message attachment.

You may download or print electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

If you need help printing or if you need a paper copy of any notice or disclosure, please contact us at 636-728-3333 or 800-767-8880 during regular business hours. Additional charges for paper copies may apply. Please see the account fee disclosure.

### **B. System and Equipment Requirements**

Prior to accepting electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access and retain documents and disclosures in an electronic format. You will need:

1. Internet access
2. A computer and Internet browser that supports 128-bit encryption
3. A printer connected to your computer to print disclosures
4. Sufficient hard drive space or other media (e.g. USB drive or CD) if you plan to download and save disclosures in an electronic format
5. A valid email address

We may revise hardware and software requirements from time to time as necessary, and if there is a chance that the changes may impact your ability to access the disclosures we will make reasonable efforts to notify you of these changes 30 days in advance and provide you an opportunity to change your method of receiving disclosures.

### **C. Cancellation of E-Disclosures**

If you wish to cancel e-disclosures and/or change to a paper delivery format you may tell us in one of the following ways:

1. By sending us a secure email through the Contact Us link provided in Online Banking;
2. By calling us at 636-728-3333 or 800-767-8880;

3. By sending us a letter to: ATTN: eCommerce Dept. , First Community Credit Union, 17151 Chesterfield Airport Road, Chesterfield, MO 63005; or
4. By informing us in person at any branch location

Please do not send confidential information through normal unsecured email. Please include in the correspondence the account(s) you wish to withdraw from electronic delivery.

#### **D. Address Changes**

In order to provide electronic disclosures we must maintain your current email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address(es). You should notify the Credit Union of any changes to your personal contact information through any of the methods described above (in section C), or you can update personal information in the User Options section of Online Banking.

#### **E. Acceptance of E-Disclosures**

You agree to accept Online Banking and Bill Pay related disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your email address or if you no longer want to receive disclosures electronically. By accepting this disclosure you agree to no longer receive applicable disclosures in paper format.

## **Addendum to the Online Banking Agreement and Disclosure**

### **“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.

## **G. 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.

## **H. Debit Rewards Offers (Purchase Rewards)**

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.

1. 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.
2. 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.

### **LIMITATION ON OUR LIABILITY**

You agree to use the Services and Debit Rewards Offers solely at your own risk. We make no representations or warranties regarding the Services and Debit Rewards Offers or your use of them. We shall not be liable for any act, error or omission by us or by any Third Party Vendor or for any viruses arising from your use of Services and Debit Rewards Offers. We reserve the right to suspend, alter or terminate the Services and Debit Rewards Offers at any time without prior notice.

YOU ACKNOWLEDGE AND AGREE THAT NIETHER WE NOR ANY THIRD PARTY VENDOR MAKE ANY REPRESENTATIONS ABOUT THE AVAILABILITY OR ACCURACY OF THE SERVICES AND DEBIT REWARDS OFFERS. THE SERVICES AND DEBIT REWARDS OFFERS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE AND ALL THIRD PARTY VENDORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH REGARD TO THE SERVICES AND DEBIT REWARDS OFFERS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO: YOUR USE OF THE SERVICES AND DEBIT REWARDS OFFERS; THE ACTS, ERRORS OR OMISSIONS OF THIRD PARTY VENDORS; THE AVAILABILITY OR UNAVAILABILITY OF THE SERVICES AND DEBIT REWARDS OFFERS; OR OTHERWISE ARISING OUT OF THE PERFORMANCE OF THE SERVICES AND DEBIT REWARDS OFFERS, WHETHER BASED ON NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY, AND OUR SOLE AND EXCLUSIVE LIABILITY, WITH RESPECT TO THE SERVICES AND DEBIT REWARDS OFFERS IS TO DISCONTINUE THEIR USE. THIS LIMITATION ON OUR LIABILITY DOES NOT APPLY IF PROHIBITED BY APPLICABLE LAW.

### **INTERNET ACCESS**

You understand and acknowledge that the internet is inherently insecure and that your use of the internet may subject your computer and data to unauthorized access by third parties. You agree that your use of the internet to access the Services and Debit Rewards Offers is at your sole risk, and that we are not responsible for any damage or loss relating to your use of the internet for such purpose.

## **JURISDICTION**

This License Agreement is governed by the laws of the State of Missouri without regard to its conflict of laws provisions. The parties agree that the exclusive forum for any proceeding, action or litigation with respect to this License Agreement shall be the state and federal courts located in St. Louis, Missouri.