



DIGITAL BANKING END USER LICENSE AGREEMENT AND DISCLOSURES

Introduction:

Pelican State Credit Union strives to provide you with the highest quality Online Banking and Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Online Banking and Mobile Banking services and features from time to time. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service if applicable. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

Definitions:

The following words used in this Agreement have the meanings given below:

- "Account(s)" means your eligible Pelican State Credit Union savings, checking, share certificate, loan or other product information which can be accessed through Online or Mobile Banking.
- "Agreement" means this Online Banking and Mobile Banking Agreement.
- "Device" means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Sockets Layer "SSL" traffic capable of receiving text messages. Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your wireless plan provider for details.
- "Mobile Banking" means accessing Online Banking for banking services through www.pelicanstatecu.com by the use of a Device.
- "Online Banking" means the banking services accessible from a computer using a secure login and password.
- "We," "Us," and "Credit Union" means Pelican State Credit Union.
- "Website" means Pelican State Credit Union's website: www.pelicanstatecu.com
- "You" and "Your(s)," means each person with authorized access to your Account(s) through Online Banking.

Agreement:

This Agreement contains the terms that govern your use of the Pelican State Credit Union Online Banking and Mobile Banking application services. You may use this Service to access your accounts through the Internet or Device. By using Online Banking or Mobile Banking to access an account you are agreeing to the terms of this Agreement which supplements the terms and agreements of your Account(s) to which you have previously agreed. Examples of accounts that you may elect to access include deposit accounts and loan accounts. Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each account will be subject to the following:

- The terms or instructions appearing on a screen when using Online Banking or Mobile Banking
- Pelican State Credit Union rules, procedures, and policies applicable to each account
- The rules and regulations of any funds transfer system used in connection with Online Banking or Mobile Banking and all applicable state and federal laws and regulations

This Agreement is subject to applicable federal laws and the laws of the state of Louisiana (except to the extent that this agreement can and does vary such rules or laws).

Online Banking Access:

You may access your Account through the Website to obtain balances, transaction history, and other information for all accounts under your Member Number. All Accounts will be linked by the means of the Member Number. Accounts that are linked together will appear together regardless to the ownership of those accounts.

Business Days:

Monday – Friday, excluding Federal Holidays. Our holiday schedule can be viewed on our website.

Confidentiality:

We will abide with the Pelican State Credit Union Privacy Policy in all transactions with you.

Changes:

Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement from time to time and at any time. When changes are made, we will update this Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. As always, you may choose to accept or decline changes by continuing or discontinuing the use of Online Banking or Mobile Banking. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable account.

Fees:

See Fee Schedule. There are no monthly fees for accessing Online Banking. Other fees may be assessed and billed separately by your online service provider or Device provider. All telephone or wireless charges associated with Online Banking or Mobile Banking are your responsibility. All other fees which have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s) and to your Online Banking and Mobile Banking.

Mobile Banking Description of Service:

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Credit Union account information, and transfer funds between your subaccounts.

We reserve the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time. Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported by all Devices. Pelican State Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of network” issues.

Use of Mobile Banking Service:

We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Mobile Banking Agreements:

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions set forth in your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that the Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services, and you also agree to resolve any issues or problems with your provider directly with the provider without involving us. You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

Equipment and Software:

Pelican State Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking. Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Pelican State Credit Union will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. Pelican State Credit Union will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any of the above-named viruses residing or being contracted by your Device at any time or from any source. The Credit Union is not responsible for errors or delays or your inability to access the service caused by your Device. We are not responsible for the cost of upgrading the Device to remain current with the Service. We are not responsible for any damage to the Device or the data within.

Permitted Online and Mobile Banking Transfers:

You may use the Service to transfer funds between your eligible Pelican State Credit Union accounts. You may not transfer to or from an Account at another financial institution using Online or Mobile Banking.

You must have sufficient funds available in the selected accounts at the time the transfer is received, including available overdraft protection (if applicable). We may process transfers that exceed your available balance at our sole discretion. Applicable fees may apply as permitted by Law.

Federal Regulations limit the number of transfers allowed from a savings or money market account per month. Online and Mobile Banking transfers count towards this limit. Each transfer from a savings or money market account using Online or Mobile Banking is counted as one of the six limited transactions permitted each month (see Membership and Account Agreement, Business Membership and Account Agreement).

We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by Law.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

Your Responsibilities:

You agree to the following by enrolling in Online or Mobile Banking or by using the Service:

Account Ownership/Accurate Information. You agree that you are the legal owner of the Accounts and other financial information which may be accessed via Online or Mobile Banking. You agree that all information provided to us in connection with Online or Mobile Banking is accurate, current, and complete, and that you are required to provide such information to us for the purpose of Online or Mobile Banking. You agree you will keep Pelican State Credit Union informed on any changes to your email address. You agree not to misrepresent your identity or your account information as well as keeping your account information up to date and accurate. You agree that you are an authorized user of the Device. You are responsible for all transactions you authorize using Online or Mobile Banking under this Agreement. If you permit others to use your log in or password, you are responsible for any transactions they authorize or conduct on any of your Accounts. Pelican State Credit Union has the right to rely upon the access of Online or Mobile Banking using log in and password information as legitimate.

User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Online Banking or Mobile Banking. You agree you will not give out account information, user log in or passwords, leave your computer unattended while on Online Banking, allow your computer to store your username and password, leave account information in view or range of others, nor will you send any private account information via a public or general email system. You also agree to log out of Online Banking completely if you are using a public computer. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately

at the completion of each access by you. You agree not to provide your username, password, or other access information to any unauthorized person. If you allow access to Online or Mobile Banking to an unauthorized user, you will be responsible for any transaction they authorize, and we will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your Account. We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify us immediately by calling 1.800.351.4877. You may also notify us in writing at Pelican State Credit Union P.O. Box 40088 Baton Rouge, LA 70816.

We make no representation that any content or use of Mobile Banking is available in locations outside the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.

User Conduct. You agree not to use Online or Mobile Banking, or the content or information delivered through Online or Mobile Banking in any way that would be considered illegal or violate any law or statute. Harassment or threatening language will result in the closure or suspension of your Account. You also agree not to make commercial use of Online or Mobile Banking or resell, lease, rent, or distribute access to Online or Mobile Banking.

Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Pelican State Credit Union its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, file, or otherwise in connection with the Service; your violation or any law or rights of a third party or your use or use by a third party of Online or Mobile Banking.

Errors:

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1.800.351.4877, write us at P.O. Box 40088 Baton Rouge, LA 70816 or e-mail us at info@pelicanstatecu.com as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, 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 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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. You may ask for copies of the documents that we used in our investigation.

Termination:

Pelican State Credit Union reserves the right to terminate Online or Mobile Banking, in whole or in part at any time with or without cause and without prior written notice as allowed by Law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter your username or PIN as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

SHORT MESSAGE SERVICE "SMS":

SMS Texting. Pelican State Credit Union's SMS Online Banking enables you to access your account(s) through an SMS text enabled Device. By activating/registering one or more Devices for this service, you agree to receive and send electronic text messages about your Accounts and/or request certain pre-authorized transfers on your account(s). Pelican State Credit Union will send text messages to you based upon the instructions you provide at the time of the SMS request that you send. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include certain information requested on your Account(s).

You may request and receive text messages concerning your accounts on any text enabled Device. It is your responsibility to determine if your wireless carrier provider supports text messaging and your Device is capable of receiving text messages. Pelican State Credit Union's SMS messages are subject to the terms and conditions of your agreement(s) with your wireless carrier provider even if your use of the SMS service results in additional or changed fees.

Once you active your Device for this service, YOU are responsible for keeping any personal information in your Device secure. For your protection, you agree to:

- Log in to Online Banking and cancel your SMS service if you or your wireless carrier provider is cancelled
- Log in to Online Banking and cancel your SMS service if your Device is lost or stolen
- Contact PELICAN STATE CREDIT UNION if your Device is lost or stolen
- Log in to Online Banking and cancel or edit your SMS service if there are changes to your wireless carrier provider or Device number (cell phone number)
- Erase your "Sent Messages" and "Inbox" that may contain your SMS PIN number or other personal information

You acknowledge, agree, and understand that your receipt of any SMS messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). You agree to the terms of the indemnification clause as specified in the Online Banking Agreement. You also agree not to hold the Credit Union liable for any losses, damages or costs that may arise in whole or in part, from:

- Non-delivery, delayed delivery, or the misdirected delivery of any message
- Inaccurate or incomplete content in any message
- Your reliance on or use of the information provided in any SMS service message for any purpose

The Credit Union provides this service as a convenience to you. We do not use text messaging for any purpose not included in this system and will not respond to text messages sent to us that do not comply with appropriate action codes. A SMS message does not constitute an official record for the Account to which it pertains. The Credit Union reserves the right to terminate this service or begin charging a fee for this service at any time without prior notice to you, except where required by Law. All provisions of any agreements or disclosures previously made pertaining to your Account(s) remain in effect and are not superseded or amended by this agreement.

Remote Deposit Capture Disclosure and Agreement:**Service Definitions:**

"Business Day" is every Monday through Friday, Central Time, excluding Federal Reserve holidays. "Service" refers to Pelican State Credit Unions' Mobile Deposit Service.

Use of Service:

These Services allow you to deposit checks into eligible Pelican State Credit Union accounts from a remote location by capturing a picture of the item(s) with a compatible mobile device which then delivers the images and associated deposit information to Pelican State Credit Union electronically. You may use this Service for business & personal use in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, compatible hardware. We are not responsible for the functionality or maintenance of any third-party hardware or software you may need to use the Service.

Agreement Acceptance:

The acceptance of this Agreement and use of the Service means you agree to all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

Eligibility and Qualification Requirements:

To qualify for this Service, you must meet eligibility criteria as dictated by us, including having all accounts in good standing.

Limitations of Service:

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your check at a branch location, through a participating ATM, or by mail.

Charges or Fees:

Pelican State Credit Union does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to, and you will be assessed a fee in the amount shown on Pelican State Credit Unions current Fee Schedule for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn, and you will be responsible for payment. You agree that Pelican State Credit Union may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Pelican State Credit Union, including but not limited to account servicing and collection purposes.

Eligible Items:

You agree to capture and deposit only "checks" as defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

Ineligible Items:

You agree that you will not use this Service to capture and deposit any ineligible items including but not limited to the following:

- Checks or items payable to any person or entity other than you
- Post-dated checks
- Checks or items containing an obvious alteration to any of the fields on the front of the check or item that you know or suspect or should know or suspect to be fraudulent.
- Checks or items drawn or otherwise issued by you or any other party on any of your Pelican State Credit Union accounts
- Checks or items not payable in United States currency
- Money orders, cashier's checks
- Items drawn on financial institutions located outside the United States

- Items previously converted to a substitute check
- Consumer loans, credit card, and mortgage payments
- IRA and Share Certificate deposits
- Savings bonds
- Checks that require authorization (e.g. COMCHEKS, BranchPay, RapidDrafts)
- State-issued registered warrants
- Checks from another financial institution to a closed account

Image Quality:

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, clearing house, association or any other regulatory agency.

Endorsement Requirements:

You agree to endorse all items with your signature and print "For Mobile Deposit Only at Pelican State Credit Union" on all items. Pelican State Credit Union reserves the right to reject all items that are not endorsed as specified.

Deposit Limits:

You may make up to \$35,000.00 per day and up to \$50,000.00 per month via mobile deposit. Pelican State Credit Union reserves the right to impose these limits and may change them at any time without notice.

Receipt of Items:

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items not received or for images not transmitted. A Deposit Received Notification email is sent to confirm your image was transmitted. However, such notification does not mean that the transmission was without error.

Provisional Credit and Availability of Funds:

You understand and agree that items transmitted utilizing Mobile Deposit Capture will not be subject to the funds availability requirements of Regulation CC.

Below is our general funds availability policy for this service:

- The first \$225 of funds from Items deposited under the terms of this Agreement will generally be available the same day.
- Remaining funds will generally be available on the second business day after the day of deposit.
- New Membership (120 days) receive \$0.00 immediate availability of funds deposited.
- Funds will generally be available on the 7th business day.

Funds may be delayed longer, at our sole discretion, based on factors related to account activity, length of membership, check amount and collectability of the item. We will notify you if we delay your ability to withdraw funds.

Credit given for the item is provisional and subject to final approval of the item.

With respect to each item, you send to Pelican State Credit Union for deposit, you agree to indemnify and reimburse Pelican State Credit Union for and hold Pelican State Credit Union harmless from and against any and all losses, costs, and expenses.

Method of Presentment:

The manner in which items are cleared, presented for payment, and collected shall be in Pelican State Credit Union's sole discretion.

Retention and Disposal of Items:

You agree to retain each item no fewer than 14 days after transmission. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole

evidence of the original check. You will promptly provide any retained item to Pelican State Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

Errors or Discrepancies:

Notify Pelican State Credit Union at 1-800-351-4877 as soon as possible, if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

Security Requirements:

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, Pelican State Credit Union may also request additional information from you.

Authorized Users:

If you have designated an authorized user on your Account Access, your Authorized User will also have online access to the Mobile Deposit Service. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this Agreement.

Disclaimer of Warranties:

Pelican State Credit Union's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by Pelican State Credit Union and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the service will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected.

Limitation of Liability:

Pelican State Credit Union's liability for errors or omissions with respect to the data transmitted or printed by Pelican State Credit Union will be limited to correcting the errors or omissions.

User Warranties and Indemnification

You warrant to Pelican State Credit Union that:

- You will only transmit eligible items that are properly endorsed.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-present the original item once it has been scanned and sent through this Service, unless specifically requested to do so by Pelican State Credit Union.
- All information you provide to Pelican State Credit Union is accurate and true.
- Pelican State Credit Union will not sustain a loss because you have deposited an image.
- You will comply with this Agreement and all applicable rules, laws, and regulations. Items you transmit do not contain viruses.

You agree to indemnify and hold harmless Pelican State Credit Union from any loss for breach of the warranty provision.

Change in Terms:

Pelican State Credit Union reserves the right to change the terms and conditions of this Service or terminate this Agreement without notice at any time.

Governing Law:

This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire Agreement between you and Pelican State Credit Union with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the State of Louisiana and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.

Jack Henry & Associates, Inc. Terms of Use and Privacy Policy:

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(i) **General.** The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(ii) **Provider Privacy Policy.** Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(iii) **Source of Information.** The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) **Your Responsibility for Information.** You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) **Rights You Grant to Provider.** By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You

acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) **Consent to Use of Data.** You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vii) **Disclaimer of Warranty.** THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) **Google Analytics.** To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

(x) **Miscellaneous.** This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.