



800.825.3641 | 3riversfcu.org

3RIVERS FEDERAL CREDIT UNION

Personal Online and Mobile Banking Agreement

COMMUNICATION – ACCOUNT ALERTS

By agreeing to this Agreement, you agree that if a cell number or text contact (including any number that is ported or converted to a cell number or text contact; collectively, a "contact") is provided, or you later provide such to the credit union via other communications including Online Banking or social media, you consent and agree that (i) you are the subscriber or customary user of the number provided and (ii) that the credit union or our third-party servicers (including debt collectors) may use this contact to provide information to you about your accounts and services, to reply to any inquiry, or to provide other information via calling, texting or otherwise. This contact may be made by dialing the cell phone, by autodialer, text or robo text method. You also agree that you shall be solely responsible for any fees charged by your internet or cellular provider that you incurred through such contact. You understand that this consent is not required in order to obtain any loan or services from the credit union, and that you may revoke this consent. You may withdraw your consent to be contacted on your cell number or opt-out at any time by unclicking the box, providing written notice to us at 3Rivers Credit Union, Attn: Contact Center, P.O. Box 2573, Fort Wayne, Indiana, 46801, or by contacting us at 260.490.8328 or 800.825.3641 during normal business hours. You can also opt-out by replying "STOP" to cancel alerts.

Three Rivers Federal Credit Union Consumer Online and Mobile Banking Agreement and Disclosure

This Agreement is the contract which covers your and our rights and responsibilities concerning the Online Banking and Mobile Banking (together, "Banking Services" or "Services") offered to you by Three Rivers Federal Credit Union ("3Rivers"). The Banking Services permit you to electronically initiate account transactions involving your accounts. In this Agreement, the words "you" and "yours" mean those who request and use this Service, any joint owners of accounts accessed under this Agreement or any authorized users of this Service. The words "we," "us," "credit union," and "our" mean 3Rivers. The word "Account" means any one or more share account you have with 3Rivers. By requesting and using the Banking Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Master Agreement ("MA") with 3Rivers, which shall also govern our relationship with you. To the extent that the terms of a specific provision this Agreement vary from the terms set forth in the MA, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specifically described herein.

1. Services.

- a. **Account Access.** If we approve your request for Banking Services, you may use your personal computer or mobile device to access your accounts through the Internet. You must use your username and password code, fingerprint, biometrics, etc. to access your accounts. Your accounts can be accessed via personal computer, mobile devices, or the 3Rivers App. The Banking Services will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing and/or scheduled maintenance. We reserve the right to refuse any transaction which would draw upon insufficient available funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are made payable to you as the primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered or after numerous unsuccessful attempts to enter a transaction, and there are limits on the duration of each access.

You will need a personal computer or mobile device to access the Internet. You are responsible for the installation, maintenance and operation of your computer and mobile device. 3Rivers will not be responsible for any errors or failures involving any your telephone service, computer or mobile device.

If you do not access your Online Banking Service for a period of 90 consecutive days, we may deactivate your access to all Online Banking Services. You may reactivate your account by contacting our Contact Center at 260.490.8328 or 800.825.3641 during normal business hours. You may also stop by one of our branches, for

assistance. If you choose not to access your Online Banking Services for a period of 180 consecutive days, your access to Online Banking Services will be deleted altogether. You may reactivate your account by re-registering through Online Banking Services. If you have agreed to electronic statements, you will continue to receive monthly or quarterly email notifications regardless of whether your Online Banking Services are deactivated or deleted. In order to obtain your statements, you must reactivate your Online Banking Services by contacting us as listed above or by re-registering. If you choose not to reactivate your Online Banking Services, please contact the credit union and we will convert you to paper statements (fees may apply).

- b. **Types of Transactions.** You may use the Banking Services to, but not limited to:
- i. Withdraw funds from your savings, checking, money market, and club accounts;
 - ii. Transfer funds between your credit union accounts (limitations may apply);
 - iii. Obtain balance information on your credit union accounts;
 - iv. Make loan payments from your credit union accounts (limitations may apply);
 - v. Access internet bill pay services to make payment to various creditors;
 - vi. Verify whether a check or other item has cleared your account;
 - vii. Take an advance from a line of credit account;
 - viii. Change your password;
 - ix. Access or use other services that we may make available to you from time to time;
 - x. Review statements;
 - xi. Link external accounts through Account Aggregation (limitations may apply);
 - xii. Create ACH/External Transfers between your accounts at 3Rivers and other Financial Institutions.

Transactions involving your share accounts, including checking account stop payment requests, will be subject to the terms of your MA and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

- c. **Service Limitations.** The following limitations may apply in using the services listed above:
- i. **Transfers.** You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement, the MA or your loan agreement.
 - ii. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
 - iii. **E-Mail.** 3Rivers may not immediately receive E-mail communications that you send and 3Rivers will not take action based on E-mail requests until 3Rivers receives your message and has a reasonable opportunity to act. If you need to contact 3Rivers immediately regarding an unauthorized transaction or stop payment request, you may call 260.490.8328 or 800.825.3641.

You may cancel or stop payment on one-time, manual, and automatic payments under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a payment that you have already scheduled for transmission through one of the Banking Services, you may electronically edit or cancel your payment request in the same manner. Your cancellation request must be entered and transmitted through the Banking Services prior to the date the account is debited for the payment. If your request is not timely entered, you will be responsible for the payment.

- iv. **Inappropriate Transactions.** You warrant and agree that you will not use any Banking Services or any other 3Rivers accounts or other services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. 3Rivers may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction

involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within 3Rivers's control and that 3Rivers will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold 3Rivers harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

2. **Stop Payment Order Request.** You may request a stop payment order on any check drawn on your account. To be binding, an order may be authorized by agreeing to the terms online or in a branch. Stop payment requests may also be presented in writing, in which case they must be dated, signed, and include: the number of the check, its date, the name of the payee, the exact amount, and the account number. The stop payment will be effective if the credit union receives the order in time for us to act upon the order and you provide the information described above.

You understand that the exact information is necessary for the credit union's systems to identify the check. If you give insufficient, untimely or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or any other party for payment of the check. If we re-credit your account for paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and assist us in any legal action against the payee.

- a. **Duration of the Order.** You may make an oral stop payment order which will lapse in 14 calendar days unless confirmed in writing within that time. Stop payments that are confirmed in writing or through the Banking Services are effective for 180 days and may be renewed in writing or through Online Banking from time to time. We do not have to notify you when a stop payment order expires. Should the payment be presented during the 180-day period from the date of the call, we will return payment and the stop will no longer be valid. For ACH stop payments please see the disclosures you received at the time you requested the ACH Stop Payment.
 - b. **Liability.** Fees for stop payment orders are set forth in the [Fee Schedule](#). You may not request stop payment on any official check, cashier's check, or any other check or payment guaranteed by the credit union. Although payment of an on-us item may be stopped, you may remain liable to any item holder, including the credit union. You agree to indemnify and hold the credit union harmless from all costs, including attorney fees, damages or claims relating to our refusing payment of an item, including claims of any joint owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.
3. **Security of Password.** The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by notifying 3Rivers. If you fail to maintain the security of this password and 3Rivers suffers a loss, we may terminate your Services and account services immediately. 3Rivers will not call you or email you requesting your log-in credentials or passwords. If you receive such a message, please contact 3Rivers immediately by calling 260.490.8328 or 800.825.3641 using a separate communication channel.
 4. **Liability for Unauthorized Access.** You are liable for all transfers made via your passwords that you authorize or allow. If you permit someone else to use your password(s), you are responsible for any transactions they authorize or conduct on any of your accounts. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, password(s), or other means of identification.

We reserve the right to block access to the services to maintain or restore security to your Banking Services and our systems if we reasonably believe your password(s) has been or may be obtained or are being used or may be used by an unauthorized person(s). You will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your computer system or third-party communications provider on which you may rely.

If your statement shows transfers that you did not make, tell us AT ONCE by calling 260.490.8328 or 800.825.3641 during normal business hours or write: P.O. Box 2573, Fort Wayne, Indiana, 46801. You should also call this number or

write to this address if you believe a transfer has been made using the information from your account without your permission.

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Services or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through Services without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than \$50 if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Banking Services transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your access code or has transferred from your account without your permission, call 3Rivers at 260.490.8328 or 800.825.3641 during normal business hours or write to: P.O. Box 2573, Fort Wayne, Indiana, 46801.

5. **Business Days.** Our business days are Monday through Friday, excluding federal holidays.
6. **Fees and Charges.** We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement.
7. **Periodic Statements.** Transfers, withdrawals, and bill payments transacted through the Services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may also elect to receive your periodic statements electronically.
8. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
 - a. As necessary to complete transfers;
 - b. To verify the existence of sufficient available funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
 - c. To comply with government agency or court orders;
 - d. If you give us your written permission.
 - e. In accordance with our Privacy Policy.
9. **Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, 3Rivers will not be liable:
 - a. If, through no fault of ours, you do not have adequate available funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
 - b. If you used the wrong access code or you have not properly followed any applicable computer, Internet, or 3Rivers user instructions for making transactions.
 - c. If your computer fails or malfunctions or the Banking Services were not properly working and such problem should have been apparent when you attempted such transaction.
 - d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
 - e. If the funds in your account are subject to an administrative hold, legal process or other claim.
 - f. If you have not given 3Rivers complete, correct and current instructions so 3Rivers can process a transfer.

- g. If the error was caused by a system beyond 3Rivers's control such as a telecommunication system or your Internet service provider.
 - h. If there are other exceptions as established by 3Rivers from time to time, including in the Master Agreement or any other agreement between you and 3Rivers.
10. **Termination of Services.** You agree that we may terminate this Agreement and your use of the Banking Services if you or any authorized user of your account or access code breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.
11. **Notices.** 3Rivers reserves the right to change the terms and conditions upon which the Banking Services are offered. Use of the Services is subject to existing regulations governing your accounts and any future changes to those regulations. You agree that any electronic messages or records you transmit or create may be usable for any subsequent reference in the event of any dispute regarding your account or any account transaction.
12. **Error Resolution Notice.** In case of errors or questions about your transactions, telephone us 260.490.8328 or 800.825.3641, or write to us at 3Rivers Credit Union, P.O. Box 2573, Fort Wayne, Indiana, 46801 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. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.
- a. Tell us your name and account number.
 - b. Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - c. Tell us the dollar amount of the suspected error.

If you tell us 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 business days (five (5) business days for Debit Card Point-Of-Sale (POS) transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a POS transaction, or foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (five business days for Debit Card POS transactions and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse the provisional credit. You may ask for copies of the documents that we used in our investigation.

13. **Enforcement.** You agree to be liable to 3Rivers for any liability, loss, or expense as provided in this Agreement that 3Rivers incurs as a result of any dispute involving your accounts or Banking Services. You authorize 3Rivers to deduct any such liability, loss, or expense from your account without prior notice to you.
14. **Account Alerts.** Please read these terms and conditions of use carefully before activating alerts. If you use the Account Alerts service, you will receive alerts sent to the e-mail addresses or SMS text messages you specify, regardless of whether you have opted out of receiving promotional e-mail or promotional SMS text messages. Please be aware that information transmitted via Internet e-mail or by phone may not be secure and 3Rivers cannot guarantee the security of any information transmitted to an Internet e-mail address or phone number.

Although the 3Rivers Account Alerts service is designed to give you timely notice of specific events, it cannot provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your Account Alerts which may or may not be out of the control of 3Rivers, such as technical difficulties suffered your Internet service

provider or wireless communications carrier. Further, some cell phones or certain other devices may omit a portion of the Alert. 3Rivers makes no warranties to you about the timeliness of the Account Alerts service or the accuracy, reliability, or completeness of any alerts we provide you.

Your use of 3Rivers Account Alerts is at your own risk. 3Rivers will provide the Account Alerts service and its messages to you on an as is basis without any warranties of any kind. Under no circumstances shall 3Rivers be liable for any type of damages resulting in any way from your use of or reliance upon the 3Rivers Account Alerts service or the contents of specific alerts.

15. **Mobile Registration Disclosure.** 3Rivers does not charge any fees for use of the Mobile Registration service. All Standard text messaging rates will apply. Check with your mobile service provider for details. In order to maintain your service, please update your mobile number any time it changes. It is also your responsibility to de-activate or remove any mobile numbers that are no longer in your possession.
16. **Governing Law; Waiver of Jury Trial.** This Agreement is governed by our Bylaws, federal laws and regulations, the laws, including applicable principles of contract law and regulations of the State of Indiana and local clearing house rules, as amended from time to time. Further, this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the laws of the State of Indiana, unless specifically applicable law expressly requires otherwise. To the extent permitted by applicable law, both parties hereby (i) knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or arising out of this Agreement or any other dispute or controversy between you and the credit union, and (ii) agree that any litigation will proceed on an individual basis and will not proceed as part of a class action.
17. **Photo.** By uploading a photo to your profile, you warrant and represent that you have read this Agreement and that you agree to abide thereby. We reserve the right to reject and/or remove any photo from display, for any or no reason, at any time, without prior notice.

By uploading a photo to the Banking Services, you represent and warrant that the photo is original to you, that you are the legal owner of the copyright in any photo, that no other party has any rights in or to the photos, or that you have been granted complete and unrestricted rights from the intellectual property owner to upload and use the photo for the purposes set forth in this Agreement.

By uploading a photo, you further represent and warrant that use of the photo as provided for in this Agreement, does not violate the rights of any party, will not result in a breach of contract with another party, and that you will be responsible for payment of any royalty or fee that may be due as a result of use of the photo.

By uploading a photo, you assume sole responsibility for its content, and for any claim, demand or damages that arise from the content. You agree to indemnify and hold harmless 3Rivers and its officers, employees and representatives, from and against any third party claim or demand arising from your uploading of any photo to the Banking Services.

18. **Chat.** 3Rivers offers its members the option to live chat, co-browse, and/or speak with employees and representatives, using a third-party vendor while using the Banking Services. Member information is concealed from 3Rivers employees and representatives for the member's privacy.
19. **Account Aggregation.** By using the account aggregation services, you hereby agree to the following (3Rivers is considered your financial institution for purposes of these provisions):
 - a. **Provide Accurate Information.** You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
 - b. **Proprietary Rights.** You are permitted to use content delivered to you through the service only on the service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.

- c. **Content You Provide.** You are licensing to your financial institution and its service providers, including Yodlee, Inc. ("Service Providers"), any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service. Your financial institution and its Service Providers may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, your financial institution and its Service Providers may use the Content for the purposes set out above. As between your financial institution and its Service Providers, your financial institution owns your confidential account information.
- d. **Third Party Accounts.** By using the service, you authorize your financial institution and its Service Providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant your financial institution and its Service Providers a limited power of attorney, and you hereby appoint your financial institution and its Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service. You acknowledge that through the use of this service, your financial institution shall have access to your account credentials, including, but not limited to login username and passwords.
- e. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT k) YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. l) YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. m) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- f. **LIMITATION OF LIABILITY.** YOU AGREE THAT NEITHER YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND

SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

- g. **Indemnification.** You agree to protect and fully compensate your financial institution and its Service Providers and their affiliates 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 your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that the Service Providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if the Service Providers were a party to this Agreement.