

SEFCU ONLINE/SEFCU BANKING APP AGREEMENT AND DISCLOSURE

SEFCU
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1. **INTRODUCTION** — This Agreement and Disclosure specifically governs the SEFCU OnLine "Service," and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words "you," "your," and "yours" mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words "we," "us," "our," "SEFCU," and "credit union" mean SEFCU. The words "SEFCU OnLine" refer to our online, SMS (Text Banking), and mobile banking services. The words "the Service" refers to SEFCU OnLine.

By initiating inquiries and/or fund transfers through the Service, or by permitting another to use the Service on your behalf, you acknowledge receipt of the Agreement and Disclosure and agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions in our other agreements with you governing your Checking, Savings, and loan accounts accessible in connection with the Service. You further agree to follow all instructions provided by the Service and reflected on your screen. The terms and conditions of this Agreement and Disclosure are in addition to the terms and conditions of any and all other deposit account and credit agreements you have with the credit union, including all such disclosures made pursuant to such agreements. You further agree to abide by any terms or conditions which may be added due to future enhancements to SEFCU OnLine.

2. **SERVICES** — The SEFCU OnLine services are designed for members who desire the flexibility and convenience of 24-hour access. Members can:
 - Inquire about and download account balance and transaction history on your linked SEFCU Savings, Checking, Share Certificates, and loan accounts
 - Initiate fund transfers between your linked Savings, Checking, and loan accounts established under the same primary account number
 - Make transfers to another member's account, if you have pre-designated the accounts when enrolling for the Service or at a later date
 - Obtain overdraft and line of credit advances and have the funds deposited to your other accounts
 - Open additional shares, Share Draft and Certificate accounts using the "Add Account" feature
 - Access your SEFCU account statement via the eStatement option **[Note: This feature requires separate enrollment in the SEFCU eStatement Service.]**
 - Perform self-service account maintenance such as reordering checks, stopping payment on checks, changing address and phone numbers, and changing your SEFCU OnLine username and password.
 - Send us secure online mail and chat messages using SEFCU's Live Help feature

- Access your credit card information
 - Enroll in and manage Text Banking service
 - Enroll in and manage text and email alert service
 - Enroll in and manage MX Money Management (personal financial management service)
 - Deposit checks with a scanner or a mobile device camera
 - Access SEFCU online loan application service
 - Enroll in and manage "Transfer Funds" and "PopMoney" services (services that allow you transfer from SEFCU account to accounts at other financial institutions or to other people) **[Note: Additional fees for use of this service may apply.]**
 - Enroll in and manage SEFCU's "iPay" service (service that allows you to pay bills from your Share Draft account) **[Note: Additional fees for use of this service may apply.]**
 - Additional services and features will be included as they become available
3. **BUSINESS AND PROCESSING DAYS** — SEFCU OnLine will be available 24 hours a day, seven days a week, except when down for maintenance as indicated in the paragraph titled "System Unavailability."
4. **LIMITS ON TRANSFERS AND TRANSACTIONS** — With the exception of the specific transactions listed below, there is no limit to the number or value of transactions you may initiate through SEFCU OnLine, provided collected funds are available in your account or sufficient credit is available on your line of credit. You cannot initiate a transfer from Share Certificates or IRA accounts, or any restricted accounts, such as mortgage holding or Holiday Club accounts. Overdraft Protection is NOT automatically triggered to cover "insufficient funds" transactions. You may initiate transfers from your account to another member's account ONLY if you have pre-designated these accounts or shares in writing. SEFCU reserves the right to limit the frequency and dollar amount of transactions at any time for security reasons.
5. **TRANSACTION LIMITATIONS ON SHARE SAVINGS ACCOUNTS** — In accordance with federal Regulation D, during any statement period, you may not make more than six withdrawals or transfers from any Savings account to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitation set forth above in any statement period, SEFCU reserves the right to close your account. No such limitations apply with regard to Checking account transactions.
6. **FINANCE CHARGES ON LOAN TRANSFERS** — Each transfer made from your line of credit is considered a cash advance and finance charges begin to accrue from the effective date of the transfer, in accordance with the terms of your credit agreement(s).
7. **FUNDS AVAILABILITY AND ACCRUAL OF DIVIDENDS** — Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our Funds Availability Policy. Dividends begin to accrue on the effective date of the transfer.

- 8. ISSUANCE AND CONFIDENTIALITY OF YOUR PASSWORD** — You are provided with an initial password for use with SEFCU OnLine and are required to choose a new password the first time you log into SEFCU OnLine. In addition to creating a new password, you will also be required to create a unique username. Your password is confidential and should NOT be disclosed to others or recorded on documents or records located on or around your computer or mobile device. You agree not to disclose or otherwise make your password available to anyone not authorized to sign into your accounts. If you authorize anyone to access your SEFCU OnLine account, that authority shall continue until you specifically revoke such authority by changing the password or by notifying SEFCU. You understand that if you share login credentials to your account with anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by those login credentials, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of the Service. If you fail to maintain security of your login credentials and SEFCU suffers a loss, we reserve the right to terminate Service to you under this Agreement and Disclosure, as well as to terminate other credit union deposit and loan services. SEFCU will not be responsible for any losses you suffer due to your failure to maintain the security of your password, except as required by law or regulation. Users of the Service should use such other password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. The Service provides the capability for you to change your password. To help safeguard your security, you should change your password frequently. If you forget your password you may use the forgotten password feature. If your system access is disabled due to the use of an incorrect password, you must contact a SEFCU representative to have a temporary password issued to you. We reserve the right to require written re-application for a new/replacement password.
- 9. USE OF FINGERPRINT AUTHENTICATION** — SEFCU offers users of certain mobile devices an application that will allow the use of the mobile device's built-in fingerprint-sensor technology as a separate form of login credential for mobile banking. This application cannot discern between the fingerprints of individuals enrolled on your device and, therefore, can only determine whether or not a fingerprint was successfully added to the device's fingerprint recognition repository and not whether that fingerprint belongs to the owner of any particular account. Should you elect to use this technology, you are liable, to the same extent as for all other login credentials, for all transactions made or authorized with the use of such fingerprint recognition credentials. You agree that if you believe your mobile device has been compromised or any party has validated an unauthorized fingerprint for access to your mobile device, you will immediately notify SEFCU.
- 10. YOUR RESPONSIBILITY FOR YOUR EQUIPMENT AND PROTECTING AGAINST VIRUSES** — You must take all reasonably practical measures to ensure that any computer or other device from which you access the Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as malware, Trojan horses, and worms (together "viruses") and is adequately maintained in every way. You must therefore ensure that any computer or other device you use to access the Service is adequately protected against acquiring viruses. You are solely responsible for installing, maintaining, and operating your computer and other devices and your internet access. We will not be responsible for errors, deletions, failures, or damages of any kind that occur because of malfunctions of your computer, other devices, software, or internet service.
- 11. EMAIL ADDRESS** — In order to ensure that SEFCU is able to provide you with important communications you must register your current email address within SEFCU OnLine and update it when changes occur. You can update your email address by logging into your SEFCU OnLine account at sefcu.com and clicking "My Profile." If you fail to update or change an incorrect email address or other contact information, you understand and agree that communications and notices will be deemed to have been provided to you if they were sent to the email address you have

registered with SEFCU OnLine.

12. **SEFCU'S 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, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance: (1) If through no fault of our own, you do not have enough money (collected funds) in your account to make the transfer; (2) If the transfer would go over the credit limit on your overdraft line; (3) If the system was not working properly and you were aware of that when you started the transfer; (4) If, through no fault of our own, the Electronic Funds Transfer is received with incorrect information; (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (6) If the funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; (7) If you are in default on an account to which you are attempting a transfer; (8) There may be other exceptions stated in our agreement with you.

In addition, SEFCU will also have no liability whatsoever for failure to complete a payment or transfer you initiate or attempt to initiate through the Service under any of the following circumstances: (1) If you did not properly follow the Service instructions on how to make the transfer; (2) If you did not give SEFCU complete, correct, and current instructions or information; (3) If your personal computer or other device and/or software malfunctioned for any reason; (4) If the transfer could not be completed due to system unavailability; or (5) We blocked the transfer to protect the integrity or security of the system.

13. **MEMBER'S RESPONSIBILITY AND LIABILITY FOR UNAUTHORIZED TRANSFERS** — Tell us AT ONCE if you believe that your login credentials have been lost or stolen or that someone has used them or may use them to access your account or conduct transactions without your permission. Telephoning is the best way of keeping your possible losses to a minimum. Call us at 800-727-3328 or write to us at: SEFCU, P.O. Box 12189, Albany, NY 12212. If you notify us within two (2) business days after learning or suspecting that your login credentials were lost, stolen, or used by someone without your permission, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your login credentials, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could be liable for as much as \$500.

Also, if your statement shows 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 or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If for good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you have authorized someone else to use the Service, you are responsible for all transactions that person(s) initiates at any time, even if the amount or transactions exceed what you may have authorized.

14. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS (EFT)** — Contact us IMMEDIATELY at 800-727-3328 or write to us at SEFCU, P.O. Box 12189, Albany, NY 12212 if you think your statement is incorrect, or shows transactions that you did not authorize, or if you need more information about a transfer. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. 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.

If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We may take up to ten (10) business days after we hear from you to conduct our investigation. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, we are not required to credit your account.

For transactions initiated outside the United States, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation. We will send you a written explanation of our findings within three (3) business days after we complete our investigation. We will correct any errors within one (1) business day after determining that an error occurred.

If we determine there was no error, you may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. We will make these available to you to the extent possible without violating any other person's right to privacy.

15. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS** — Your completed Service transactions will appear on your periodic account statements. You will get a monthly account statement of the electronic funds transfer activity on your accounts, unless there is no activity in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments through inquiry of your transactional account history using the Service.

16. **FEES AND CHARGES** — SEFCU reserves the right to impose fees or to subsequently change any fee structure, if necessary, at its discretion, with appropriate notice. Some features within SEFCU OnLine may charge a fee. In the event a fee may apply, a separate disclosure containing the fee(s) will need to be accepted in order to use that feature.

17. **ACCOUNT TRANSACTION HISTORY** — Each time you inquire and download account transactional information, you will receive transaction data for the current month or from a selected date range. You may also choose to view history for the previous 17 months. Based on the level of your transaction activity, it may be advisable to download transaction information at least once every sixty (60) days if you wish to maintain all of your account information on your personal computer.

18. **ONLINE MAIL CAPABILITIES AND LIMITATIONS** — The Service includes secure SEFCU OnLine email capabilities, allowing you to send and receive electronic mail messages to and from the credit union. SEFCU will review and respond to secure SEFCU OnLine messages during normal business hours within a practical timeframe and will NOT process any requests for fund transfers received via SEFCU OnLine email.

Further, the credit union may not act upon requests for stop payments, requests for replacement/temporary password, reports of lost or stolen login credentials, or unauthorized transactions (refer to "Member's Responsibility and Liability for Unauthorized Transfers" above for appropriate action), reports of lost or stolen Mastercard® credit or debit cards, or on any other requests for which SEFCU would normally require written notification or your authorizing signature, without first confirming the authenticity of the SEFCU OnLine email request/notification

via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. SEFCU will not take action based on your SEFCU OnLine email requests until SEFCU receives your message and has a reasonable opportunity to act. If your request requires immediate attention, contact SEFCU directly by telephone, in person, or via secure live chat via SEFCU OnLine.

19. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** — We will only disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; or (2) In order to comply with government agency or court orders; or (3) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (4) If you give us your written permission.

20. **SYSTEM UNAVAILABILITY** — Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance • there will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance • service may be unavailable when unforeseen maintenance is necessary; or, (3) System outages • major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages that may cause system unavailability. SEFCU will make all reasonable efforts to ensure the availability of the Service. However, SEFCU is in no way liable for the unavailability of the Service or any consequential damages that may result.

21. **OTHER LIMITATIONS OF LIABILITY** — Only browsers recommended on the "Configuration" page of the SEFCU OnLine website are acceptable. You are solely responsible for the selection, installation, maintenance, and operation of your personal computer(s), other device(s), and software. SEFCU expressly disclaims any and all liability as it relates to the improper use of your personal computer(s) or other device(s) and the transmission of data. SEFCU is not responsible for any errors or failures due to any malfunction of your personal computer(s) or other device(s), or software, or unsuitability of your personal computer(s) or other device(s), or software, or any virus, or any problems that may be associated with the use of any internet service.

22. **TERMINATION OF AGREEMENT AND SERVICE** — You may cancel this Agreement and Disclosure and terminate your use of the Service with SEFCU at any time by notifying SEFCU either orally or in writing and discontinuing use of the service. The credit union may terminate its Service and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. Whether you or the credit union terminates this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure for any transfers or payments made prior to termination. SEFCU reserves the right to deactivate member access to SEFCU OnLine for those who have not logged into the service for 90 consecutive days or more.

23. **INCORPORATION BY REFERENCE** — The disclosures, fees, and policies set forth in the Funds Availability and Electronic Fund Transfers Regulation E Disclosure sections of the Member Benefits Guide, together with any Addendum and Fee Schedule adopted and approved by SEFCU from time to time are incorporated into this agreement by reference. You agree that you have received, understand, and accept any additional terms and conditions set forth therein.

24. **GOVERNING LAW** — This Agreement is made in New York State and shall be construed and governed by the laws of the state of New York to the extent that New York law is not inconsistent with controlling federal law.

MEMBER REWARDS OFFERS -- END USER LICENSE AGREEMENT

In addition to the above content, if you decide to use the Member Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

1. LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the member rewards application ("Debit Rewards Offers") to benefit from your debit card purchases. In addition to the Debit Rewards Offers, the term "Debit Rewards Offers" also includes any other programs, tools, internet-based services, components and any "updates" (for example, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain 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: (1) Access or attempt to access any other systems, programs or data that are not made available for public use; (2) Copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from Debit Rewards Offers program; (3) Permit any third party to benefit from the use or functionality of Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (4) Transfer any of the rights granted to you under this license; (5) Work around any technical limitations in the Debit Rewards Offers, use any tool to enable features or functionalities that are otherwise disabled in the Debit Rewards Offers, or decompile, disassemble, or otherwise reverse engineer the Debit Rewards Offers except as otherwise permitted by applicable law; (6) Perform or attempt to perform any actions that would interfere with the proper working of the Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the 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 Debit Rewards Offers; or (7) Otherwise use the Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

2. OWNERSHIP. The 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.

3. YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (1) 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 Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (2) Preventing unauthorized access to or use of the information, files or data that you store or use in or with the 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 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 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 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 members. 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 (1) Conduct database marketing and marketing program execution activities; (2) Publish summary or aggregate results relating to metrics comprised of research data from time to time; and (3) 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.

4. THIRD-PARTY SERVICES. In connection with your use of the 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.

5. THIRD-PARTY WEBSITES. The Debit Rewards Offers 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 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.

6. EXPORT RESTRICTIONS. You acknowledge that the Debit Rewards Offers 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 Debit Rewards Offers, directly or indirectly, to: (1) Any countries that are subject to U.S. export restrictions; (2) Any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. 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 U.S. law.

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

7.1 Member 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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."
- (1) Your inability to comply with offer guidelines, (2) The accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (3) 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 (4) 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.