

Online Banking – Your Rights And Responsibilities

(Includes mobile banking apps.)

Revision Date: 10/1/2015

Please read this disclosure carefully and keep it for future reference. It tells you your rights and obligations for Online Banking. The types of transactions Online Banking is capable of handling are indicated below. Some of these transactions may not apply to your account.

Types of Transactions

You may access your account with Online Banking to:

- Transfer funds between share checking and/or share savings account(s)
- Transfer funds from share checking or share savings to make loan payments
- Transfer funds from share checking or share savings to someone else's account (cross-account transfer)
- Make check withdrawals
- Deposit checks (*mobile only*)
- Pay bills through our Bill Payer Service
- Reorder checks
- Stop payment on a check
- View and activate merchant offers with Ca\$h Perks
- Add and view outside accounts with *KeepTrack*®
- *Obtain* information about:
 - your account balance
 - your loan
 - transactions on your share savings, checking or loan
 - your Visa credit card account

In this Agreement, "One Nevada", "Credit Union", and "we/us/our" refer to One Nevada Credit Union, including our agents and service providers, and "You/your" refer to the Member accepting this Agreement. Please read this disclosure carefully and keep it for future reference. It tells you your rights and obligations for Online Banking. Refer to the Membership Agreement Disclosure Booklet Fee Schedule and Privacy Notice for your complete account agreement. Availability of features listed in this disclosure is based on your account and/or device.

Ca\$h Perks

These Terms and Conditions govern the One Nevada Ca\$h Perks program. Your click accepting these Ca\$h Perks Terms and Conditions or requesting to "View Offers", your participation in Ca\$h Perks, or your acceptance, redemption, or receipt of any offer or reward made available in connection with Ca\$h Perks, constitutes your acceptance of and agreement to these Ca\$h Perks Terms and Conditions. We may amend these Ca\$h Perks Terms and Conditions from time to time, and any subsequent use of Ca\$h Perks constitutes your acceptance of any amendment.

Details on Ca\$h Perks and instructions on how to use the program are shown in One Nevada's online banking Ca\$h Perks pages.

Only the One Nevada credit card(s) or debit card(s) associated with an eligible checking account are eligible for use with Ca\$h Perks. Ca\$h Perks rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. One Nevada reserves the exclusive and absolute right to determine card eligibility. If you are unsure whether your card qualifies for Ca\$h Perks, please contact the Credit Union.

To qualify for Ca\$h Perks rewards, your purchase must be made as specified in the Ca\$h Perks offer. To qualify, a purchase must comply with offer specifications, such as where the purchase can be made (e.g., online, at a store location, by telephone, etc.), expiration dates, minimum purchase amounts, purchase limits, and other applicable conditions. You must pay for the purchase using your eligible credit or debit card.

While we and the merchants work hard to properly track and credit all qualifying 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 the Ca\$h Perks support team if you believe you have made a qualifying purchase for which you did not receive Ca\$h Perks rewards. We will try to help with correct tracking and crediting but we are not obligated to deliver on the offer.

All Ca\$h Perks offers and rewards are provided by participating merchants, not by One Nevada. You acknowledge and agree that the merchants are solely responsible for setting the specifications for a qualifying Ca\$h Perks purchase, and you are solely responsible for complying with such specifications to receive Ca\$h Perks rewards. The merchants are solely responsible for the content and offers presented through Ca\$h Perks. One Nevada makes no guarantees, warranties or promises of any kind and we shall have no liability as to the currency or accuracy of Ca\$h Perks offer information nor any responsibility for merchant fulfillment of any offer. Participating merchants are subject to change at any time and from time to time. We are not responsible for the failure of a merchant to honor an offer or provide a reward after leaving our Ca\$h Perks program.

Unaccepted, inactivated, or unredeemed Ca\$h Perks offers may be withdrawn at any time by the offering merchant. Offers may not necessarily be repeated or re-offered, notwithstanding any conduct or purchasing activity on your part. If your checking account is closed for any reason prior to the crediting of any earned Ca\$h Perks reward, such reward will be forfeited in its entirety, and neither we nor the merchant shall have any liability to you.

Participating merchants are not affiliated with One Nevada or with any of our affiliated companies. We do not make, and we hereby disclaim, any representation, warranty, or endorsement with respect to: any and all participating merchants and their respective goods and services; fulfillment of any transaction between you and a merchant; any

merchant's compliance with its Ca\$h Perks offer, commitment, promotion, incentive, or reward of any kind; and any merchant's policy positions or business practices. Any merchandise returns must be made to the merchant, not to or through us. If you have any claim against or dispute with any merchant concerning goods or services purchased from them, you agree that: you must resolve such claim or dispute directly with the merchant; we shall have no liability whatsoever arising out of such claim or dispute; and you will not involve us in such claim or dispute.

Ca\$h Perks is offered at our sole discretion, and we have no obligation to continue Ca\$h Perks or to make Ca\$h Perks available at or during any particular time, or at all. We reserve the right to amend, cancel, change, discontinue, or suspend Ca\$h Perks, in whole or in part, at any time in our discretion and without notice to you, and any such action shall be effective as of the time we determine.

You agree that any Ca\$h Perks notice, including (without limitation) any notice of a change in terms, may be provided to you electronically by posting on our website, sending it via email, or sending you an email notifying you that it is available on our website. Any notices sent by email will be sent to your email address on record with us. It is your responsibility to keep your email address updated with us. It shall be your responsibility to periodically review the Ca\$h Perks Terms and Conditions at our website to stay aware of the most current Terms and Conditions. We may also send you any Ca\$h Perks notices (or copies of them) on paper, any time in our discretion.

All terms, conditions, and agreements governing your One Nevada membership, accounts and services remain in full force and effect, and are not in any way conditioned on the availability or operation of the Ca\$h Perks program.

You will be solely responsible for any taxes resulting from any Ca\$h Perks rewards. You are also solely responsible for any fees or charges associated with claiming any Ca\$h Perks offer or reward. The program is void where prohibited by law, and we shall have no liability whatsoever in the event any applicable law restricts or invalidates any Ca\$h Perks offer or reward.

Your participation in Ca\$h Perks is strictly voluntary and you may decline to participate at any time, by simply not clicking on a "View Offers" link. We shall have no liability for, and you hereby absolutely and unconditionally release and discharge us (including our and our affiliates' officers, directors, agents, representatives and employees) from any and all losses, costs, suits, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related in any way to (i) the Ca\$h Perks program, (ii) any participating merchant's performance or non-performance of any program obligations (including without limitation, fulfillment of any offer or reward), (iii) any goods or services obtained by you from a participating merchant, and (iv) any act or omission by a participating merchant in connection with any transaction between you and such merchant. In the event you are dissatisfied or aggrieved in any way with respect to Ca\$h Perks, your sole and exclusive remedy as between you and us shall be to decline further participation in the program.

We may provide links from our website to third party websites, such as participating merchants' websites or others, in connection with Ca\$h Perks. We do not own, operate, control or maintain such third party websites, and any links to such websites are provided strictly for convenience. If you click a link for a third party website, you will be leaving our website and navigating to the third party website. We do not control nor are we responsible for the content of any third party website; we do not endorse or guarantee any products, services, information, or recommendations provided by or through any third party website; and we are not liable in any way for any products or services shown on or provided by or through any third party website. Third party website privacy, information-sharing and security policies and procedures are separate and distinct from ours, so please be aware that a third party website may not be as secure as ours.

These Ca\$h Perks Terms and Conditions constitute the current, valid agreement between you and us with respect to Ca\$h Perks and your participation in the program. These Ca\$h Perks Terms and Conditions replace and supersede all prior versions and any other rewards program that Ca\$h Perks has replaced. Any frequently asked questions and other Ca\$h Perks information is published on our website (collectively, "FAQs") are incorporated by reference and made a part of these Ca\$h Perks Terms and Conditions; provided, however, that in any conflict between FAQs and these Ca\$h Perks Terms and Conditions, these Terms and Conditions shall control. These Ca\$h Perks Terms and Conditions shall be governed by the laws of the State of Nevada, without regard to any conflicts of law principles that would choose another state's law. No delay or omission on our part shall impair any right or remedy available to us or be construed as a waiver of any right or remedy; nor shall any single or partial exercise of a right or remedy preclude full exercise thereof or the future exercise of that or any other right or remedy. No waiver shall be valid unless in writing and signed by our authorized representative. A waiver of any right or remedy on any one occasion shall not be construed as a bar or waiver for future occasions. We shall have sole and absolute authority in interpreting and administering Ca\$h Perks and these Terms and Conditions, and our decision on any such matter shall be binding on you. If any provision of these Ca\$h Perks Terms and Conditions is found by a court or arbitrator to be invalid, you and we hereby authorize the court or arbitrator to endeavor to give effect to the parties' intentions as reflected in the provision, and if such a construction is not reasonably possible, such provision shall be severed from these Ca\$h Perks Terms and Conditions, and all other provisions shall remain in full force and effect.

Mobile Deposit Capture (Mobile Check Deposit)

This Agreement contains the terms and conditions for the use of One Nevada Credit Union mobile deposit capture services. Other agreements you have entered into with One Nevada Credit Union governing your accounts are incorporated by reference and made a part of this Agreement. In case of any conflict between this Agreement and your other agreements with One Nevada Credit Union, specific provisions regarding mobile deposit capture services in this Agreement control over general provisions.

In this Agreement, "One Nevada", "Credit Union", and "we/us/our" refer to One Nevada Credit Union, including our agents and service providers, and "You/your" refer to the Member accepting this Agreement.

Services:

The One Nevada mobile deposit capture services ("Services") are designed to allow you to make Eligible Item deposits to your One Nevada checking, savings, or money market savings accounts using an Eligible Device (as defined below) to transmit item images and deposit information to us. Once accepted, your Eligible Items will be either processed electronically or converted to Substitute Checks based on the information you provide. There is currently no charge for the Services. We reserve the right to impose charges for the Services in the future.

Definitions:

- "Business Day" means any day of the week that is not a Saturday, Sunday or Credit Union holiday.
- "Member Agreement" means collectively the One Nevada Membership Disclosure and any other account information provided to you by us from time to time.
- "Deposit Account" means your One Nevada checking account, savings account, or money market savings account.
- "Eligible Account" means any One Nevada Deposit Account that meets our eligibility criteria and has been enrolled in the Services.
- "Eligible Device" means a device with a camera or other functionality or feature capable of capturing and transmitting images, approved by us for the Services. Eligible Devices are listed on our website.
- "Eligible Item" means an original paper check that is payable to you, and is within the meaning of a "check" as defined in Federal Reserve Regulation CC and One Nevada's deposit guidelines.

The following are not Eligible Items:

- Checks/items payable to others (even if endorsed over to you);
- Demand drafts or remotely created checks/items (checks lacking the original signature of the person authorizing the check);
- Substitute checks/items (paper checks/items created from an electronic image);
- Checks/items in which any fields on the front side contain obvious alteration(s), anything not authorized by the owner of the account on which the check/item is drawn, or any irregularity of any kind (for example, numerical and written amounts are different);
- Checks/items previously returned unpaid for any reason;
- Checks/items that are postdated or more than six (6) months old;

- Checks/items drawn on a foreign financial institution or payable in a foreign currency;
 - Checks/items drawn on another account owned by you;
 - Checks/items you suspect may be fraudulent or not properly authorized;
 - Checks/items exceeding the Deposit Limits set forth below;
 - Checks/items not acceptable under the terms of your Membership Agreement.
- "Item" has the same meaning as that term is defined in Article 4 of the Uniform Commercial Code. Any check image transmitted through the Services shall be deemed to be an "item" within that UCC definition.
 - "Substitute Check" means a paper check or item created from an electronic image in accordance with Federal Reserve Regulation CC.

Hardware and Software:

To use the Services, you must obtain and maintain an Eligible Device and all other hardware and software it requires, at your own expense. We assume no responsibility for defects, failures or incompatibility of any equipment used in connection with the Services, whether or not it is an Eligible Device, or any third party software you may need to use the equipment or the Services.

Hours of Operation; Processing Cut-off Hour:

You can use the Services 24 hours a day, seven days a week, except when they are unavailable due to maintenance or system outages.

Funds Availability Disclosure:

This policy statement applies to "Transaction" accounts. Transaction accounts, in general, are accounts, which permit an unlimited number of payments to third persons and an unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Share draft (checking accounts) are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our general policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, federal holidays, Nevada State Day and the day after Thanksgiving. If you make a mobile deposit before noon on a business day that we are

open, we will consider that day to be the day of your deposit. However, if you make a mobile deposit after noon or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Availability to deposits made through mobile may vary based on account management. Contact us to inquire about your availability to mobile deposits.

Longer Delays May Apply:

In some cases, we will not make all of the funds that you deposit available to you on the first business day after the day of your deposit. Depending on the type of deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$200 (effective July 21, 2011) of your deposit may be available on the first business day after we receive your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also notify you when the funds will be available. If your deposit is not made directly to one of our employees, such as an ATM deposit, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.

There is an emergency, such as failure of communications or computer equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will notify you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Image Quality:

Each image transmitted to us using the Services must be legible. In addition, image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, and other regulatory agencies, clearing houses or associations, as applicable.

Endorsement Requirement: Prior to scanning any item through the Services, you are to restrictively endorse the original item "**For Deposit Only, One Nevada Credit Union, account # _____**" or as otherwise instructed by us.

Confirmation of Receipt of Images:

You will receive an electronic confirmation of successful transmission of the image of your Eligible Item. An image shall be deemed received only when you receive a confirmation from us that we have received the image. However, Please Note: Confirmation of receipt does not mean that the transmission was error free or complete.

Deposit Limits:

The following deposit limits apply to your use of the Services:

- \$15,000 per item
- 10 items per day

We reserve the right to refuse to accept or process any deposits exceeding these limits, to change limits, and to impose additional limits, from time to time in our sole discretion.

Presentment:

The manner in which items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion and in accordance with the One Nevada Membership Agreement and Credit Union policies applicable to your accounts.

Storage and Destruction of Original Items:

When you receive confirmation that One Nevada has received your item image, you are to clearly mark the item "Electronically Presented" or "VOID", or properly dispose of (for example, shred) the item to ensure it is not represented for payment. Upon request, you must promptly provide us with any item you retained (or legible copies of its front and back) to aid in the clearing and collection process, resolving third party claims, or for our audit purposes.

Returned Items and Right of Chargeback:

If any item you deposit through the Services is dishonored or otherwise returned unpaid, we will return the item to you in the form of a Substitute Check and charge back your account for the amount of the item plus any applicable fees in accordance with your Membership Agreement. A returned-item Substitute Check may be re-deposited only in person by taking it to a One Nevada branch. You may not redeposit the original item through the Services.

Errors:

You are to notify us right away of any suspected errors regarding items deposited through the Services, in no event later than 60 days after the applicable One Nevada account statement is sent. Unless you notify us within 60 days, the account statement shall be deemed correct, and you are barred from bringing a claim against us for alleged errors regarding any Services deposits shown on the statement.

You agree, warrant and represent that you will:

- Ensure that all information you provide One Nevada is accurate and true.
- Use only Eligible Devices to access the Services.
- Endorse all items for the Services as instructed above.
- Follow all other instructions we provide you for capturing and transmitting item images and deposit information via the Services.
- Use the Services only for Eligible Items as defined above and that meet our image quality standards.
- Comply with this Agreement and all your Credit Union agreements, as well as all applicable rules, laws and regulations.
- Indemnify One Nevada against and hold us harmless from any loss arising from your breach of any part of this Agreement.

You agree that you will not:

- Transmit duplicate items, or transmit any individual item or its image more than once.
- Make deposits in excess of the Deposit Limits stated in this Agreement for the Services.
- Re-deposit or re-present any item or image previously transmitted through the Services.
- Transmit any checks, items or images that are not Eligible Items or related deposit information.

You agree that we will:

- Have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.

You agree that we will not:

- Have any obligation to process any non-Eligible Item even if we did so on a previous occasion.
- Be responsible for items we do not receive or for images dropped during transmission.
- Be responsible for any technical or other difficulties that you may experience when using the Services, or any damages that might arise therefrom.
- Be responsible for unavailability of the Services or any damages that might arise from unavailability.

Limitations, Changes, Suspension or Termination of Services:

We reserve the right to change, limit, suspend or discontinue the Services or your use of the Services, in whole or in part, at any time without notice. Your continued use of the Services will constitute your acceptance of any changes to the Services. We may immediately and without notice terminate, suspend or limit the Services, or your use of

the Services, if in our sole judgment, we believe there has been a security breach affecting the Services, there has been unauthorized activity involving any of your Deposit Accounts, you have engaged in activity that violates the terms of this Agreement, or any of your Deposit Accounts is in an overdraft or negative-balance state. If your use of the Services is suspended, you may request re-enrollment in writing. Re-enrollment is normally considered no sooner than six months after the suspension date, and may be granted or declined in the Credit Union's sole discretion, with or without cause.

Disclaimer of Warranties:

Please Note: Your use of the Services and all information and content (including third party information and content) is strictly at your own risk and the Services are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, express or implied, as to the Services and their use, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services (i) will meet your requirements; (ii) will be uninterrupted, timely, secure, or error free; (iii) will yield accurate or reliable results; or (iv) that any errors in the Services or technology will be corrected.

Limitation of Liability:

One Nevada will not be liable for damages of any kind, whether direct, indirect, incidental, special, consequential, exemplary or otherwise, including without limitation, damages for loss of profits, goodwill, use, data or other losses arising from or related to the use or inability to use the Services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if One Nevada has been informed of the possibility thereof.

Amendments:

Unless otherwise required by law, One Nevada may amend this Agreement any time and from time to time, without notice to you, by posting the amended Agreement on the One Nevada website. If notice is given, it may be sent to you at your latest address on our files via US mail, statement message, or electronic message. You may be asked to agree to an amended or updated version of this Agreement by means specified in the notice. If you decline to agree, your use of the Services may be limited, suspended or terminated.

Governing Law:

The laws and regulations of the United States and the State of Nevada shall govern this Agreement.

Electronic Consent; Notices:

Enrolling in the Services requires you to consent to receive information and notices regarding this Agreement and the Services via electronic means (for example, email or

website). If you do not wish to consent to electronic notices about the Services, you may decline to enroll in the Services. Nevertheless, One Nevada reserves the right to provide you any notices regarding this Agreement or the Services by non-electronic means (for example, statement notes or US mail).

KeepTrack®

KeepTrack® is a service provided to you from MoneyDesktop, Inc. You are being asked to agree to a legally binding agreement in accordance with the terms and conditions set forth below. Therefore, we encourage you to read this thoroughly and carefully.

If you are under the age of eighteen (18) years of age, or are not at least the age of majority or otherwise incapable of binding to a legal contract in the jurisdiction from which you enter into this agreement, you **MUST** have your legal guardian (e.g., your parent) or someone with authorized power of attorney review this agreement and consent upon your behalf or you should not proceed any further. Notwithstanding the foregoing, MoneyDesktop has not designed the Services with the intention that such be used by minors nor does it market the Services for use by minors.

These Terms and Conditions constitute an agreement between you, whether you are a registered user or visitor to the MoneyDesktop.com website (such visitor, user or—solely for agreements entered by a legal guardian or power of attorney—the person for whom this agreement is entered, hereinafter “you”, “your” or “user”), and MoneyDesktop, Inc. including its affiliates and service providers (“MoneyDesktop”, “our”, “we” or “us”), pertaining to your use of the MoneyDesktop.com website (the “Site”) and/or any of its affiliated web applications (the “Services”). By using the Site and/or Services, you agree to be bound by these Terms and Conditions and our Privacy Policy, available at http://www.moneydesktop.com/legal/privacy_policy, which is hereby incorporated by reference into these Terms and Conditions (collectively, the “Terms”). These Terms constitute the complete and exclusive understanding and agreement between you and us relating to the subject matter hereof, and replace all previous Terms and Conditions or similar agreements or documentation entered into between you and MoneyDesktop, whether written or oral.

Accepting the Terms: BY CLICKING to accept or agree to the Terms while logged into Online Banking, where this option is made available to you by MoneyDesktop in the user interface for any of the Services, OR BY USING ANY PART OF THE SERVICES, YOU EXPRESSLY (a) ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS; (b) AGREE AND CONSENT TO THE TERMS; (c) REPRESENT AND WARRANT THAT YOU: (i) IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A BUSINESS ENTITY OR ANOTHER INDIVIDUAL, ARE AUTHORIZED TO BIND SUCH ENTITY OR SUCH INDIVIDUAL, AND (ii) AGREE TO BE BOUND BY THE TERMS, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY; AND (d) AGREE TO BE LIABLE FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT CLICK THE ACCEPTANCE BUTTON, IF APPLICABLE, AND DO NOT ACCESS OR USE THE SERVICES.

MoneyDesktop may from time to time update these Terms and your continued use of the Services indicates your agreement to any modification with respect to these Terms. You may not use the Services and may not accept the Terms if (i) you are incapable of binding you to a contract with MoneyDesktop, or (ii) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

Services:

The Services are a free personal financial management service that allows registered users to organize, consolidate, manage and track their financial information. From time to time MoneyDesktop may modify the Services and add, change, or delete features of the Services, in its sole discretion, without notice to you.

You agree to provide accurate, current and complete information about yourself while registering for the Services and to maintain and update this information to keep it accurate, current and complete. You agree to not misrepresent your identity or your registration and account information. Failure to provide accurate and complete information during registration or account setup may prohibit your use of the Services or result in errors in information generated.

You are solely responsible for (a) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the Services (collectively, "Account Information"), (b) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Services (collectively, "Account Data"), (c) all electronic communications, including account registration and other account holder information, email and financial, accounting and other data entered using the Account Information ("Communications"), and (d) without limiting the foregoing, any and all activities that occur under your account. MoneyDesktop shall assume that any Communications received through use of the Account Information were sent or authorized by you. You agree to immediately notify MoneyDesktop if you become aware of any loss, theft or unauthorized use of any Account Information. We reserve the right to deny you access to the Services (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Account Information has occurred. You must inform MoneyDesktop of, and hereby grant to MoneyDesktop and its affiliates, third-party providers, partners, licensors, employees, distributors and agents permission to use the Account Information to enable MoneyDesktop to provide the Services to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services MoneyDesktop may provide to you in the future.

MoneyDesktop may use, modify, display, distribute and create new materials using the Account Information, Account Data and/or your Communications to provide the Services to you. By submitting Account Information, Account Data and Communications, you agree that MoneyDesktop may use your Account Information, Account Data and

Communications for the purposes set out herein, without any particular time limit and without the payment of any fees.

Anonymous, aggregate information that does not contain personally identifiable information, comprising financial account balances, other financial account data, or other available data that is collected through users' use of the Services, may be used or licensed by MoneyDesktop for various purposes including but not limited to conducting certain analytical research, performance tracking, benchmarking helping to improve products and services and to assist in troubleshooting and technical support.

To the extent that a user requests customer service or other assistance from MoneyDesktop, you agree that MoneyDesktop is authorized to access and view your account information to provide such assistance and support.

Provider Services:

In connection with your use of the Services and as part of the functionality of the Services as may be applicable, you may have access to certain online services or information that may be made available by your bank and/or other third party provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from third party provider(s). The Services may be designed to allow access to Provider Services (if and to the extent provided by users' provider(s)) to set up banking and other information, schedule the Services to access user account(s), download transactions into the Services and otherwise aggregate information from user account(s) with third party provider(s). MoneyDesktop has no control over the provision of Provider Services or provision of access to the Provider Services by users' provider(s). MoneyDesktop does not guarantee the Provider Services. You agree that you may be able to use the Services in conjunction with the Provider Services, and that MoneyDesktop disclaims any and all liability whatsoever for any actions or inactions on the part of your provider(s) resulting in any inability to use the Services to access accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

You acknowledge and agree when you access data and information through the Services, third party provider account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your user account(s) with such provider(s) such as bank and other account balances, credit card charges, debits and deposits as may be applicable (collectively, "Provider Account Data"), may be collected and stored in the Services. You expressly authorize MoneyDesktop and our third party providers, in conjunction with the operation and hosting of the Services, to use certain Provider Account Data to (i) collect Provider Account Data, (ii) reformat and manipulate such Provider Account Data, (iii) create and provide hypertext links to provider(s), (iv) access the providers' websites using Provider Account Data, (v) update and maintain account information, (vi) address errors or service interruptions, (vii) enhance the type of data

and services we can provide in the future, and (viii) take such other actions as are reasonably necessary to perform the actions described in (i) through (vii) above. In accessing and using the Services you represent that you are the legal owner of the Provider Account Data and that you have the authority to appoint, and do expressly appoint, MoneyDesktop or our third party providers as your agent with limited power of attorney to access and retrieve Provider Account Data on your behalf. You further acknowledge that MoneyDesktop does not (nor do our third party providers), review Provider Account Data and you agree that we are not responsible for its completeness or accuracy. Any transactions or informational activities performed at any provider's website are not made through the Services and MoneyDesktop assumes no responsibility for such transactions or activities. You acknowledge that you are solely responsible for any charges associated with provider(s). YOU ACKNOWLEDGE AND AGREE THAT WHEN MONEYDESKTOP OR ITS THIRD PARTY PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM USERS' PROVIDERS, MONEYDESKTOP AND ITS THIRD PARTY PROVIDERS ARE ACTING AS USERS' AGENT, AND NOT THE AGENT OR ON BEHALF OF PROVIDERS.

You further acknowledge and agree that (i) some providers may not allow the Services to access the Provider Services, (ii) providers may make changes to their websites, with or without notice to MoneyDesktop, that may prevent or delay aggregation of information from such websites, and (iii) the Services may "refresh" the Provider Account Data by collecting the Provider Account Data nightly, so your most recent transactions may not be reflected in any account balances or other account information presented to user in the Services. In the event that you see a discrepancy in the Provider Account Data, and in any case before making any transactions or decisions based on such account information presented in the Services, you agree to check the last refresh date for the account and confirm with that applicable provider that the Provider Account Data is correct or otherwise confirm that Provider Account Data is up to date and accurate.

Limitations:

Your right to use the Services is personal to you and is not transferable by you to any other person or entity. You may not, without our express prior written consent: (a) copy, reproduce, distribute or create derivative works of any portion of the Services; (b) reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code utilized in the Services or any third-party applications incorporated into the Services, including Java applets associated with the Services; (c) sell, rent, sublicense, lease, lend or allow time-share access or use to third parties of any portion of the Services; (d) distribute or provide copies of any portion of the Services to third parties; (e) resell the use of the Services; (f) use the Services to provide services to any third parties, including business process outsourcing, service bureau applications or training of third parties; or (g) use the Services as a platform for designing and creating a competing product or service, including one for only your internal use. In the event that we have reason to believe you, or any third parties on your behalf, have developed, or

are in the process of developing, a software system similar to the Services or are otherwise in violation of these Terms, you agree to promptly provide us information to assist us with any applicable investigation, including allowing us to audit your use of the Services. In the event we determine you have developed a software system similar to the Services, you hereby grant us authority to secure injunctive relief from your continued development and/or sale of such competing product or services. All rights not expressly granted to you in this Agreement are reserved to MoneyDesktop.

You are solely responsible for your Account Data, including the accuracy, quality and reliability of all such content. You represent and warrant that: (i) none of your Account Data violates any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (collectively, "Intellectual Property Rights"), and (ii) you have obtained all consents and waivers required under all applicable local, state, national and international laws, rules, statutes, treaties and regulations (including those governing account collection, export control, consumer protection, data privacy, unfair competition, anti-discrimination and false advertising) (collectively, "Laws") for the provision, manipulation, retention, use and sharing of personal data of individuals (including you) with respect to whom information is supplied by you as part of your use of the Services, and that you will retain all such consents and waivers and/or provide them to MoneyDesktop at any time upon request. Notwithstanding the foregoing, we reserve the right to take any action with respect to the Services that we deem necessary or appropriate in our sole discretion if we believe you or your use of the Services may create liability for MoneyDesktop. Your use of the Services is subject to all applicable Laws. In connection with your use of the Services, you agree to: (A) comply with all applicable Laws; (B) maintain the security of access to the Services; (C) not use the Services for illegal purposes; (D) not interfere or disrupt networks connected to the Services; (E) not attempt to gain unauthorized access to other computer systems; (F) not interfere with another user's use and enjoyment of the Services, including disrupting the normal flow of dialogue; (G) not use the Services to infringe any third party's Intellectual Property Rights; (H) not transmit through the Services, through feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; and (I) not bypass or disable any security mechanisms in the Services.

Posting Information: MoneyDesktop allows, or may allow in the future, users to post content at the help desk and/or various publicly available locations. These forums may be hosted by us or by a third party. Wherever you can post information you agree:

You are responsible for all content you submit on the Services.

By submitting content to the Services, you represent that you have all necessary rights and hereby grant MoneyDesktop a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Services.

You may not post or transmit any message that is libelous, defamatory, violates any Law or which discloses private or personal matters concerning any third party.

You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, gives rise to civil liability or violates any Law; or that is otherwise inappropriate.

You may not copy or use personal identifying information or business contact information about others without their permission.

You may not post or transmit any message, data, image or program that would violate the rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.

Required Equipment:

You are responsible for obtaining and, as applicable, installing, configuring and updating a computer, operating system, web-browsing software, Internet service and connection and such other equipment, software and services as may be necessary for you to access the Services. MoneyDesktop makes no warranties that your equipment or third-party software is or will continue to be compatible with the use of the Services.

Disclaimer:

The Services provided by MoneyDesktop are not intended to provide legal, tax or financial advice. The Services are not a financial planner, broker or tax advisor. The Services are intended to assist you in your financial organization and decision-making and are broad in scope. You should consult with your accountant or other financial professional who is fully aware of your circumstances in addition to using the Services.

Proprietary Rights:

You are permitted to use content delivered to you through the Services only in connection with the Services. You acknowledge and agree that MoneyDesktop and/or its licensors or suppliers own all rights to the Site and the Services, the content displayed on the Site and the Services including its “look and feel” (e.g., text, graphics, images, logos and button icons), photos, editorial content, notices, and other Intellectual Property Rights, made available to you as a part of or in conjunction with the Services. You are only permitted to use any of the foregoing as expressly authorized by these Terms. MONEYDESKTOP, and all other names, logos, icons and marks identifying MoneyDesktop’s products and services are MoneyDesktop’s trademarks and may not be used without our prior written consent. You may not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on any portion of the Services.

User Risks:

MoneyDesktop acts solely as an operator of the Services for your convenience and use of the Services, and any reliance by you upon any content or information available to you through the Services (the “Materials”), including any action taken by you because of such use or reliance, is at your sole risk. Neither MoneyDesktop nor any of its affiliates, third-party providers, partners, licensors, employees, distributors or agents is responsible or liable for, or makes any representations or warranties as to the following, without limitation:

- Any representations, promises, recommendations or inducements that may be made by or through any party (including vendors) found at, on, through or from the Services;
- The timeliness, accuracy, reliability, completeness, legality, copyright compliance or decency of the Services or any Materials;
- Any inaccuracy, omission, error or delay in the Services or any Materials;
- Non-performance of or interruption to the Services or any Materials due to, without limitation: (i) any act or omission by any disseminating party, (ii) any force majeure or any other cause beyond the control of any disseminating party, or (iii) outages, transmission quality or malfunctions of telephone circuits or computer systems, including any defects or failures with respect to your software, computer systems or Internet access provider;
- The quality of the Services or any Materials (including the results to be obtained from use of them); or
- Any loss resulting from, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the Services or the Materials.

Modifications:

MoneyDesktop reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to you. Such modifications may include establishing or changing limits concerning use of the Services, temporarily or permanently, including (i) any features, licensing terms, or other characteristics of any version of the Services that it releases, (ii) the amount of storage space you have on the Services at any time, and (iii) the number of times (and the maximum duration for which) you may access the Services in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Account Information or to comply with any Laws. You may reject changes by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement with such changes. User access and use of the Services may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance or repair of the Site and/or the Services or other actions that MoneyDesktop, in its sole discretion, may elect to take. Maintenance upon the Services may be performed from time to time resulting in interrupted service, delays or

errors in the Services. MoneyDesktop shall not be liable to you or any third party should we exercise our right to modify or discontinue the Services.

Cancellation:

You may cancel your MoneyDesktop registration at any time by sending a request for cancellation to MoneyDesktop support at support@moneydesktop.com. Upon confirmation of your request, your MoneyDesktop account will be cancelled and no longer be accessible from our primary production servers, and your access to the Services will be terminated. Some of your information may remain stored within the Services after account deletion for recordkeeping purposes.

MoneyDesktop may at any time terminate your access to the Services for any reason, including:

- you have breached any provision of these Terms (including the MoneyDesktop Privacy Policy, or
- have acted in a manner which shows you do not intend to, or
- are unable to, comply with the provisions of these Terms and/or the MoneyDesktop Privacy Policy);

MoneyDesktop is required to do so by Law (for example, where the provision of the Services to you is, or becomes, unlawful);

- a partner with whom MoneyDesktop offered the Services to you has terminated its relationship with MoneyDesktop or ceased to offer the Services to you;

MoneyDesktop is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services; or

- the provision of the Services brought to you by MoneyDesktop is, in MoneyDesktop's sole opinion, no longer commercially viable.

Export Restrictions:

The Services and underlying information, software and technology are subject to U.S. export controls. None of the Services or underlying information, software or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country subject to U.S. sanctions applicable to the export or re-export of goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List, or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or Nonproliferation Sanctions List. By using the Services, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you acknowledge you are responsible to obtain any necessary U.S. government authorization to ensure compliance with U.S. law.

Use by the U.S. Government:

The Services provided under these Terms are a commercial item, as defined in FAR 2.101; specifically, one or more commercial computer software programs developed exclusively at private expense, used for nongovernmental purposes, and licensed to the public. Any use by the U.S. Government of the Services shall be in accordance with this Agreement, as stated in FAR 12.212. If the U.S. government is deemed to have use rights under FAR 52.227 or DFARS 227, all use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19, and all use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of this Agreement, as stated in DFARS 227.7202. The manufacturer of the Services is MoneyDesktop, Inc., whose corporate headquarters is located at 251 River Park Dr. Suite 200, Provo, UT 84604 and whose telephone is (801) 669-5500.

Feedback:

You have no obligation to give MoneyDesktop any suggestions, enhancement requests, recommendations, comments or other feedback ("Feedback") relating to the Services. To the extent we receives any Feedback from you, we may use and include any Feedback that you choose to voluntarily provide to improve the Services or any other related technologies. Accordingly, if you provide Feedback, you agree that such Feedback will become MoneyDesktop's proprietary information and MoneyDesktop and its affiliates, third-party providers, partners, employees, distributors, agents and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Services or other related technologies.

Communication:

We will communicate with you by email, text or by posting notices on the Site or through the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Electronic alerts will be sent via text, email or notification through the Services (in the case of email and text, to the email address or phone number you provided when registering for the Services). Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the Services.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. While MoneyDesktop will use commercially reasonable efforts to provide timely and accurate alerts, we neither guarantee the delivery or accuracy of the content of any alert. You agree that MoneyDesktop shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you; or any third party reliance on an alert. Automatic alerts may be sent to you updating you to certain

changes to your account. Voluntary alerts may be turned on by default. Voluntary alerts may then be customized, deactivated or reactivated by you.

If you request customer service or other assistance from MoneyDesktop, you acknowledge and agree that MoneyDesktop is authorized to access and view your Account Information to provide such assistance and support.

Endorsements:

All products and service marks contained on or associated with the Services that are not MoneyDesktop marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third-party sites or information do not constitute or imply MoneyDesktop's endorsement, sponsorship, guarantee or recommendation of the third party, information, products or services.

Disclaimers of Warranties: YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES OR THE SITE IS AT YOUR SOLE RISK; (b) THE SERVICES, THE SITE, AND ALL CONTENT AND PRODUCTS ASSOCIATED WITH MONEYDESKTOP ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE"; (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, MONEYDESKTOP, its affiliates, and our and their respective third-party providers, partners, licensors, employees, distributors and agents DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE SERVICES AND ANY THIRD-PARTY SERVICES, IN WHOLE OR IN PART, INCLUDING (i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT, (ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED, (iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE SERVICES OR THIRD-PARTY SERVICES, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND (vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE CORRECTION OF DEFECTS IN THE SERVICES, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (d) ANY

MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; (e) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICES OR THIRD-PARTY SERVICES; AND (f) THE CURRENT STATE OF THE SITE AND THE SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN SERVICES MAY OCCUR.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MONEYDESKTOP THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Limitations on Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MONEYDESKTOP, its affiliates, and our and their respective third-party providers, partners, licensors, employees, distributors and agents SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED, INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE SERVICES.

THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN MONEYDESKTOP AND YOU. MONEYDESKTOP WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF \$1.00. THIS LIMITED REMEDY IS AGREED TO BY YOU AND

MONEYDESKTOP AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification:

You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate MoneyDesktop, its affiliates, and their respective officers, directors, employees, consultants, agents, distributors, partners, licensors and third-party providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from (a) a third-party claim, action or allegation of infringement based on your use of the Service or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or other violation of Law by you; (c) a breach of these Terms by you; (d) your acts or omissions; or (e) any third-party claim, action or allegation brought against MoneyDesktop arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your employees, consultants and agents.

No Waiver:

MoneyDesktop shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by MoneyDesktop. No delay or omission on the part of MoneyDesktop in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver of any rights or remedies on future occasions.

Exclusive Agreement:

You agree that these Terms are the complete and exclusive agreement between you and MoneyDesktop. These Terms supersede any proposal or prior agreement, oral or written, and any other communications between you and MoneyDesktop relating to the subject matter of these Terms. These Terms, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and MoneyDesktop.

Miscellaneous:

You agree and acknowledge that if you breach these Terms, MoneyDesktop may have no adequate remedy at law and will suffer irreparable harm as a result of such a breach and will therefore be entitled to injunctive relief without the obligation of posting a bond.

The titles and headings of these Terms are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties

as otherwise set forth herein. Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by Law. All covenants, agreements, representations and disclaimers as to warranties and limitations on liability made in these Terms shall survive your acceptance of these Terms and the termination of these Terms.

MoneyDesktop may modify these Terms, at any time and without notice to you, by delivering such amended terms to the email address you provide to MoneyDesktop at the time of registration or that you subsequently updated, or by posting updated Terms on the Site. You manifest your acceptance of such amended terms if you continue to use or access the Services after such amended terms have been delivered to you by email or posted. If you do not agree with such amended terms, your only remedy is to discontinue your use of and access to the Services pursuant to these Terms. Otherwise, these Terms may not be amended except in writing signed by MoneyDesktop and you.

For all purposes of these Terms, except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined herein include the plural as well as the singular and vice-versa; (ii) all headings are for convenience only and shall not affect the interpretation or construction of these Terms; and (iii) the words “including,” “included” and “includes” mean inclusion without limitation.

Choice of Law and Forum for Disputes:

By visiting or using the Site and/or the Services, you agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern these Terms. To the extent that these Terms conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by Law. You agree that any claim or dispute of any sort that might arise between you and MoneyDesktop, its officers, directors, employees, agents or affiliates must be brought in Salt Lake County or Utah County, Utah, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue. You understand that, in return for your agreement to this provision, MoneyDesktop is able to offer the Services as these Terms designate and that your assent to this provision is an indispensable consideration to these Terms.

You also acknowledge and agree that, with respect to any dispute with MoneyDesktop, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Services or these Terms: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

Contact Information:

MoneyDesktop, Inc.
251 River Park Dr. Suite 200
Provo, UT 84604
support@moneydesktop.com

Bill Payer

We will process Bill Payer transfer requests only to the creditors designated in the Online Banking vendor list, and such payees as you authorize and for whom we have a proper “vendor code” number. We will not process any Bill Payer transfer if the required information is incomplete. The designated funds will be withdrawn from your account as an Automated Clearing House (ACH) debit within 24 to 48 hours of the date you schedule the payment. You should allow at least 5 business days for payments sent electronically and 10 business days for payments sent by check for processing and crediting by the vendor. We cannot guarantee the time any payment will be credited to your account by the payee. There are fees for Bill Payer services as described in the Credit Union Fee Schedule.

Alerts

With Online Banking Alerts, you can ask us to send you automated email or text messages about your account. Each Alert becomes effective after you setup and activate it in the Alerts menu.

You can manage the types of your Alerts, and you can suspend, stop, or edit any Alert at any time. We reserve the right to change the types of Alerts available or terminate Alert service at any time. You must be aware that Alerts are not encrypted, so anyone with access to your e-mail or text messages will be able to view your Alerts and their contents. Depending upon which Alerts you select, they may include information such as your account balance, payment due date, or other account-related information.

Alert information may be subject to other time lags and/or delays. We do not guarantee the delivery, timeliness nor accuracy of any Alert, whether within or outside our control. In requesting Alerts, you agree that we will not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; any errors in Alert contents; or any actions you or anyone else may take or not take in reliance on an Alert.

Alerts are sent to the e-mail address or phone number you specify. If you change your e-mail address or phone number, you are responsible for informing us of the change and editing your Alerts.

ID Check®

All Online Banking users are required to set up the ID CHECK security feature. ID CHECK provides added security to help prevent fraud when you access your Credit Union account(s) online. You will be able to select a series of challenge questions and answers to validate your identity as well as change these questions and answers at any time in Online Banking. Your answers to these challenge questions are encrypted to provide additional security. You and your account joint/spouse will need to set up the questions together so either of you can answer if prompted. In order to ensure the safety of your account information, please refer to the Online Banking User Precautions listed in this disclosure.

E-Statements

One Nevada Credit Union (ONCU) offers you the option of receiving account statements, tax forms (1099, 1098, and 5498) and disclosures electronically instead of on paper. If you choose to use E-Statements, all statements, tax forms and disclosures (statements, changes in terms, annual billing rights notices, and all other information) relating to your account may be delivered electronically.

To receive electronic statements, tax forms and disclosures, ONCU must receive your "affirmative consent" - your clear instructions to send statements, tax forms and disclosures electronically. To sign up for E-Statements and receive your statements, tax forms and disclosures electronically, click on the 'Statements' tab in Online Banking. To receive statements, tax forms and disclosures in writing (on paper), do nothing and your statements or disclosures will continue to be sent through the U.S. mail. If you choose electronic statements or disclosures, ONCU will send your statement, tax forms and disclosures electronically until you tell us otherwise. (See below for information on how to withdraw consent for electronic statements, tax forms and disclosures). If you consent to electronic statements, tax forms and disclosures, it will be your responsibility to check your e-mail for notices of statement, tax form or disclosure availability.

To receive electronic statements or disclosures, you must have a secure connection and the minimum software and hardware as outlined in the Online Banking System Requirements available at <https://www.onenevada.org/bank-online/system-requirements/>. One Nevada reserves the right to modify or update these requirements with or without notice you. Statements, tax forms or disclosures may be delivered in PDF file format.

As required, you will receive an e-mail from us notifying you that your electronic statement, tax form or disclosure is available for viewing and printing. This e-mail notification will be sent to your e-mail address on file. If you change your e-mail address, please notify ONCU. Failure to notify ONCU about an e-mail address change will result in subsequent statements, tax forms, or disclosures being sent on paper until we receive your "affirmative consent" for electronic statements or disclosures.

If you change your e-mail address, you can update it directly through Online Banking, notify us in person, via e-mail at oncusupport@onenevada.org, by calling one of the

numbers listed under "Contact Information", or by mailing notice to Central Operations, 2645 S. Mojave Road, Las Vegas, NV 89121.

You may obtain a paper copy of any statement, tax form or disclosure on request, even if you choose electronic statements, tax forms and disclosures for your account by contacting ONCU. There are fees for paper copies of statements as described in the Credit Union Fee Schedule.

You may withdraw your consent to receive electronic statements, tax forms and disclosures at any time by notifying ONCU by phone, mail, or in person. ONCU requires notice by the 25th of the month in order to mail the next month's paper statement. If less notice is given, you can obtain a paper copy by contacting ONCU.

You agree when you receive statements and tax forms electronically, you will faithfully and promptly review the statements to ensure there are no errors in the statement and there has been no unauthorized use of your accounts. If you discover any such errors or unauthorized use, you will contact ONCU immediately by any of the methods listed under "Contact Information" to protect your interests in your personal assets and to stop any potential fraud or misuse of your account as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. We will investigate your concern and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error so you will have use of the money during the time it takes us to complete our investigation.

Limitations on Transactions

You may make Online Banking transfers from and to your accounts, or other accounts you authorize, as often as you like, and in any dollar amounts, except for the following limitations:

Individual Retirement Accounts:

No withdrawals or transfers from this account may be made by means of preauthorized or automatic transfer, Online Banking, telephone order or instruction, or similar order to a third party. However, transfers may be made, for current calendar year contributions, from share savings or checking accounts to the individual retirement account by means of preauthorized or automatic transfer, Online Banking, Phone Teller, or telephone order instruction.

Money Maker Accounts:

You may not make more than six (6) withdrawals or transfers from this account by means of a preauthorized or automatic transfer, Online Banking, or telephone order or instruction, during any statement period. No more than three (3) of the six (6) transfers may be made by check, draft, debit card (if applicable), or similar order to a third party.

If you exceed these transfer limitations in any statement period, your account will be subject to closure by the Credit Union

Share Certificates:

Please refer to the share certificate document for transaction limitations.

The Credit Union reserves the right to refuse any transactions that would result in insufficient funds, lower an account below a required minimum balance, or otherwise require us to increase our required reserve on the account.

Stop Payment Procedures

In addition to those stop payment procedures described in the Membership Agreement and Disclosure Booklet, if you wish to stop payment on a Bill Payer transaction, you will need to call Bill Payer Customer Support at 1-866-873-9580.

Unauthorized Transfers

Tell us immediately if you believe your Online Banking account has been compromised. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone accessed your account without your permission.

If you do not tell us within two business days after you learn of the theft of your Online Banking account, and we can prove we could have stopped someone from using your account access without your permission, if you had told us, you can lose as much as \$500.

If your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

User Precautions

As with all financial transactions, please exercise discretion when using Online Banking. The following suggestions may be helpful:

- Compare your records with the account statements you receive.
- Carefully read account information displayed on-screen and compare it with your records and account statements.
- Protect the secrecy of your Password. Do not tell anyone your Password. Do not write your Password where it can be discovered.

- Prevent others from seeing you enter your Password by using your body to shield their view.

If you believe your Online Banking account has been compromised, stolen, or misappropriated or someone has transferred or may transfer money from your account without your permission, call or write us at a telephone number or address listed under "Contact Information".

Contact Information:

One Nevada Credit Union
2645 S. Mojave Road
Las Vegas, NV 89121
(702) 457-1000 (Las Vegas)
(775) 751-9880 (Pahrump)
(775) 827-3880 (Reno)
(800) 388-3000 (Toll Free)
ONCUSupport@onenevada.org

Business Days:

Monday through Friday
Excluding Federal Holidays, Nevada State Day, and the day after Thanksgiving

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST