

Online Banking Disclosure and Agreement

This Online Banking Agreement and Disclosure governs the terms and conditions of the use of home banking services provided by East Wisconsin Savings Bank. In this Agreement, the words "you" and "your" mean an Online Banking member, and the words "we," "us" and "our" mean East Wisconsin Savings Bank. The word "Account" means any Account you have with us that is listed under your name and your tax identification number. All references to time of day in this Agreement and Disclosure refer to Central Standard Time.

Your Account, and the use of Online Banking are also governed by Account Rules and Regulations disclosures provided to you when you opened your Account. By using Online Banking you indicate your agreement with the terms and conditions of Online Banking.

General Information about Online Banking:

You can use your PC to access Online Banking any time, day or night, seven days a week. However, Online Banking may occasionally be temporarily unavailable due to system updating or technical problems. Interruption of service or access caused by your Internet service provider will also prevent your use of Online Banking. You are responsible for charges assessed by your Internet service provider and for your PC hardware, software and maintenance.

Online Banking is limited to personal Accounts only and does not include business or other commercial accounts. You must be a signer on an Account in order to access it through Online Banking. Further, we reserve the right to deny Account transactions under certain circumstances. If more than one of you uses Online Banking, you agree that all of you can access all of the funds held in the Accounts.

Services Available:

East Wisconsin Savings Bank's Online Banking allows:

- **Account Access** - This feature allows you to access your deposit and loan Accounts. You can transfer funds between Accounts. You can obtain real time Account balance information and detailed history including checks cleared, deposits and ATM transactions. You can download Account information into either Quicken[®] or QuickBooks.
- **Online Bill Pay** - Online Bill Pay allows you to pay bills through your personal computer, rather than by writing and mailing checks. The bill payment service allows scheduling of one-time payments or recurring payments and verification of past payments.

Account Information:

To access your Accounts you must first gain Internet Account Access by clicking the Online Banking button and entering your assigned Username and Password. If the information entered is correct, you will be presented with a welcome screen and will be given the option to create a new password for your Internet Account Access. The account summary feature will summarize your various Accounts, showing the Account name, balance, available balance and other information. The balance figure in your Accounts may not reflect your most recent transactions; also, the available balance figure may include funds that may not be immediately available for withdrawal.

Fund Transfers Between Accounts:

You may transfer funds electronically between your Accounts at East Wisconsin Savings Bank. All these Accounts must be in your name and tax identification number. You may transfer available funds provided there are no other holds on the Accounts. A unique reference number is assigned to successful as well as unsuccessful transfers. Transfers cannot be canceled. You cannot transfer to a certificate of deposit account. You may make up to a total of 6 pre-authorized, automatic, telephone or computer transfers or payments per month or statement cycle from your savings or money market accounts to other accounts or third parties. If you have a money market account, no more than 3 of these payments may be made by check or other similar item. Transfers made using the Online Bank are counted against the 6 permitted number of transfers.

Online Bill Payments:

You must register to use the bill payment option. Upon approval, your Online Bill Pay access will be enabled. You may only make payments through a designated checking Account. The requested payments are forwarded to a bill payment service provider, who will transfer funds to the payee either electronically or by sending the payee a paper check. (A "payee" is the person or business you are paying.) Your payees must all be located in the United States and accept

payment in U.S. Dollars. You cannot use Online Bank to make payments to federal, state and local governments. Some other categories of payees may also be restricted.

Your payments will be deducted from your account by a direct automated clearing house (ACH) debit through Federal Reserve banking channels; you agree that payment transactions executed through the ACH will be subject to the rules of the National Automated Clearing House Association (NACHA).

We are only liable for exercising ordinary care in processing and sending payments to the bill pay service provider upon your authorization in accordance with this agreement. You should schedule a payment to a new payee at least ten Banking Days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow at least five Banking Days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, we will work with the payee on your behalf to attempt to have any late fees or charges reversed. Additional information is available by clicking on the HELP and FAQ links on the Bill Payment page.

Other Limitations on Services:

All Bill Payments and Transfers are subject to the terms and conditions of the Account being accessed. You can use Online Banking to obtain electronic credit advances from your Home Equity Line of Credit Account up to your available credit line. There are no maximum limits on the dollar amount or amount of transfers you may make as long as the transaction does not cause the balance in your Account to be less than zero. However, we are not required to complete a transfer from any Account if you do not have sufficient available funds in that Account, free of legal restrictions. Federal regulations limit the number of transfers and check withdrawals from interest bearing Accounts like Savings and Money Market Accounts. You may make up to a total of 6 pre-authorized, automatic, telephone or computer transfers or payments per Account cycle from your Savings or Money Market Deposit Accounts to other Accounts or third parties. In the case of Money Market Deposit Accounts, no more than 3 of these 6 payments may be made by check or similar item. Transfers from Savings and Money Market Deposit Accounts made through Online Banking are counted against the permissible number of transfers.

Canceling or Modifying Online Bank Authorized Transfers and Payments:

Transfers between Accounts take place immediately. You cannot cancel or change a transfer once you have confirmed it and submitted it. To change or cancel a bill payment, follow the instructions provided to you by the bill payment service provider. In general, while payments are still pending, the bill pay service provider will allow you to change or delete the payments until 12:00 midnight of the night before the scheduled processing date.

Authorization to Charge Accounts:

You authorize East Wisconsin Savings Bank to debit the Accounts you designate for all Online Bank transactions, including the amount of any Bill Payment or Transfer that you make plus any charges for the service. You authorize us to process Bill Payments and to transfer funds according to your instructions. You authorize us to initiate any reversing entry and to debit your Accounts at East Wisconsin Savings Bank or elsewhere, in order to correct any mistaken credit entry. If a Bill Payment request describes the recipient incorrectly by name or account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named recipient. You also authorize us to make those Bill Payments required by check even though you have not signed the check used to make the payment.

Customer's Responsibility:

You are responsible for all transfers and payments you authorize using Online Banking. If you permit other persons to use your Username and Password to access Online Banking, you are responsible for any transaction they authorize from your Accounts.

Limit of Our and Other Providers' Responsibility:

We agree to make reasonable efforts to ensure full performance of Online Banking. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in your computer equipment or in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of Online Banking.

Documentation and Verification of Payments and Transfers:

Upon completion of a Bill Payment or Transfer using Online Banking, you will be given a reference number. You should keep a record of this number, along with the payee, scheduled date and transaction amount. Your Online Bill Pay payments will also appear on your statement. No printed receipts are issued through Online Banking.

You will receive a monthly statement covering Online Banking activity for any Account other than a certificate of deposit.

You agree to review your monthly statement activity promptly. If your monthly statement or passbook shows transfers or payments of funds that you did not make, you must tell us at once. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address.

Fees:

There is no charge for the use of Online Banking Account Access feature. There is a fee for using Online Bill Pay. We will deduct this fee from your designated checking Account each month until you or we discontinue the service. Additionally, a bill payment overdraft and a bill stop payment are subject to fees.

BILL PAY SERVICE CHARGES

Monthly Service Charge	• \$4.95
Waived for 1st month (initial registration) & Waived for any month where 2 or more bills are paid	
Bill Pay returned item	• 40.00
Copy of Bill Pay canceled check	• 30.00
Bill Pay Stop Payment	• 30.00

In addition to the fees noted here, the service charges and fees provided for in the "Truth in Savings", "Common Features" and "Account Rules and Regulations" disclosures for your Accounts will continue to apply.

E-mail:

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically only through Online Banking e-mail. You also agree to receive communications regarding your Account, including change-in-terms notices regarding Online Banking, electronically and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you, regardless of whether you access the Online Bank. You may print a copy of such communications using the "print" function of your software. We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately (for example, if you need to stop payment on a check, to report a lost or stolen ATM or Debit card, or to report an unauthorized transaction from one of your Accounts). We will not take actions based on your e-mail requests until we actually receive your message and have a reasonable opportunity to act.

Security Procedures:

You must enter your Username and Password at the start of every Online Banking session. Your Password is confidential and you are responsible for keeping it confidential. You agree not to disclose or otherwise make your Password available to anyone not authorized to withdraw funds from your Account. The Online Banking transactions are private and secure. The latest technology was applied in creating the Online Banking security architecture. The security architecture utilizes the Internet for secure delivery of account balances, account histories, and transfer requests, while utilizing a private network for access to your Account information. If you wish to learn more about Online Banking security, please click on the "Security" link on the Online Banking sign-on page.

Our Liability if We Fail to Make Certain Transfers or Payments:

If we do not complete a transfer to or from your Account on time or in the correct amount when you have properly instructed us to do so, we will be liable for the damages that you prove are directly caused by our actions. However, there are some exceptions to our liability to you. We will not be liable, for instance if:

- through no fault of ours, you do not have enough money in your Account(s) to make the transfer or payment.
- the transfer or payment would go over the available credit limit on your Home Equity Line of Credit with us.
- a court order or legal process prevents us from making a transfer or payment.

- circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, fires and floods.

We are not liable in any way for damages you incur if:

- the payee does not process your payment correctly or in a timely manner.
- if you do not allow sufficient time for delivery to the payee;
- changes of merchant's address or Account number;
- the failure of any merchant to process the payment correctly or credit the payment in a timely manner;
- for any other circumstances beyond the control of East Wisconsin Savings Bank.
- you do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this or any other agreement with us for requesting a transfer.
- the U.S. Postal Service causes a delay.
- you have previously reported your Account or password lost or stolen, or we have canceled your password and/or the use of Online Banking.
- we have reason to believe that you or someone else is using Online Banking for fraudulent or illegal purposes.
- you default under any agreement with us or if you or we terminate this agreement.

Your Liability for Unauthorized Use:

Tell us AT ONCE if you believe your Account, your Username and/or your password has been lost or stolen, or your password or Online Banking has been used or may be used without your permission. Telephoning is the best way to notify us. You can lose no more than \$50 if you fail to give us notice of a lost or stolen Username, password or unauthorized use of your Online Banking Account.

If you believe your Username and/or your password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission using your password or Online Bank service, call or write to us at the telephone number or address shown in the "Errors or Questions" section.

Errors or Questions:

If you believe there has been an error or you have a question about a transfer, please call or write to us as soon as you can if you think your statement or passbook is wrong or if you need more information about a transfer listed on the statement or passbook.

We must hear from you no later than 60 Calendar Days after we sent you the FIRST statement on which the problem or error appeared. A statement is considered to have been sent when it is first made available.

East Wisconsin Savings Bank

109 W. Second Street
Kaukauna, WI 54130-2499
Phone: 920-766-4646

Business Days: Monday through Friday
Business Hours: 8:30 A.M. to 5:00 P.M. (CST)
(Holidays Excluded)

You Must:

- Tell us your name and Account number.

- Describe the error or the transfer you are unsure about, and clearly explain why you believe it is an error or why you need more information.
- Tell us the dollar amount and date of the suspected error.
- It will be helpful to us if you also give us a telephone number at which you can be reached during business hours in case we need any further information.
- If you tell us orally, we have the right to require you to also send us your complaint or question in writing within 10 calendar days following the date you notified us.

We will determine whether an error occurred within 10 calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 calendar days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available to you for your inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents that you request. If your alleged error concerns a transfer to or from a third party (for example, a social security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

Confidentiality:

In order that your privacy may be protected, we will not disclose any information about you or your Account to any person, organization or agency except:

- for certain routine disclosures necessary for the completion of a transfer or to collect a check or other item.
- for verification of the condition and existence of your account for a credit bureau or merchant.
- to persons authorized by law in the course of their official duties.
- to our employees, auditors, service providers, attorneys or collection agents in the course of their duties.
- pursuant to a court order or lawful subpoena.
- to a consumer reporting agency.
- by your written authorization.
- If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 business days after we have discovered that an unauthorized disclosure has occurred.

Ending the Online Banking Agreement:

You may end your rights to use Online Banking by telling us in writing. We may end your rights to use Online Banking for any reason and at any time without telling you.

If more than one person is authorized to withdraw funds from your Account, or if another person uses Online Banking to access your Account, we cannot stop that person from using Online Banking unless we end this Agreement.

If the Account is a joint Account, any owner of the Account may ask us to end this Agreement. We are not responsible for notifying any remaining Account holders of the termination.

If you end your rights to use Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your written notice. Once we have acted upon your notice, we will make no further transfers or payments from your Account, including transfers or

payments you have previously authorized. However, you must cancel any automatic recurring payments using Online Banking prior to closing your Account, otherwise we will continue to make such payments.

If we end your rights to use Online Banking, we reserve the right to make no further transfers or payments from your Account, including any transaction you have previously authorized.

If either you or we end your rights to use Online Banking, we will no longer have to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement for all your Online Banking transactions, even if they occur or are completed after this Agreement is ended.

Other Conditions:

You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit and credit Accounts that you access using Online Banking. We can terminate your Online Banking privileges without notice to you if you do not pay any fee required in this Agreement and Disclosure when due or if you do not comply with any of the other terms and conditions of this agreement.

Change in Terms:

We will deliver an electronic notice to you at least 21 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased costs or liability to you or stricter limitations on transfers you may make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

Additional Information:

Ability to stop payment - The initiation by you of certain electronic funds transfers from your Account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer. Unless otherwise provided in this agreement, you may not stop payment of electronic funds transfers; therefore, you should not employ electronic access for purchases or services, unless you are satisfied that you will not need to stop payment.

Governing Law:

This Agreement is governed by the federal laws of the United States and the laws of the State of Wisconsin unless otherwise required by federal or state law. Any issue relating to an Account or service with us that you access through Online Banking shall be governed by the laws specified in the agreement for that Account or service if there is a separate agreement for that Account or service. In the event of any conflict between these provisions and any applicable law or regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

FinanceWorks & Debit Rewards Offers -- End User License Agreement

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

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the

Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP. The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES. In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS. You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

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.

Debit Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Rev. 08/15/2013