

FIRST ATLANTIC ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Online Banking services offered to you by First Atlantic Federal Credit Union ("Financial Institution"). The Online Banking service permits you to electronically initiate account transactions involving your accounts and communicate with the Financial Institution. In this Agreement, the words "you", "your" and "yours" mean those who request and use Online Banking, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean the Financial Institution. The word "account" means any one or more accounts you have with the Financial Institution. By requesting and using the Online Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments

ONLINE BANKING SERVICE

Account Access. If we approve your application for the Online Banking service, you may use your personal computer to access your accounts. You must use your member number along with your password to access your accounts. The Online Banking service is accessible seven (7) days a week, twenty-four (24) hours a day through a Web site designated by the Financial Institution. You will need a personal computer, direct dial modem or cable modem and Internet access. You are responsible for the installation, maintenance and operation of any software and your computer. The Financial Institution will not be responsible for any errors or failures involving any telephone service, Internet service, cable service, installed software or your computer.

Types of Transactions

At the present time, you may use the Online Banking service to:

- Transfer funds between your checking, savings and loan accounts.
- Transfer funds to accounts of other customers you authorize for any of your accounts.
- Review account balance, transaction history and tax information for any of your checking, savings or loan accounts.
- Request a withdrawal from any checking, savings, or loan account by check mailed to you.
- Download your account information to financial management software programs such as Quicken® or Microsoft® Money, if applicable.
- Make bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes.
- Conduct other transactions permitted by the Financial Institution.
- Communicate with the Financial Institution using the electronic mail ("E-mail") feature.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your account agreement and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

Service Limitations

The following limitations on Online Banking transactions may apply in using the services listed above:

- a. **Transfers.** You may make funds transfers to other accounts of yours as often as you like. However, transfers and bill payments from a savings or a money market account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Financial Institution reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- b. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM or debit card transactions and our Funds Availability Policy.
- c. **E-Mail.** The Financial Institution may not immediately receive e-mail communications that you send and the Financial Institution will not take action based on e-mail requests until the Financial Institution actually receives your message and has a reasonable opportunity to act. If you need to contact the Financial Institution immediately regarding an unauthorized transaction or stop payment request, you may call the Financial Institution at the telephone number set forth in the Liability for Unauthorized Access section.
- d. **Bill Payments.** You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic or nonrecurring (i.e. payments on merchant charge accounts that vary in amount) ("periodic bill payments") or automatic and recurring (i.e. fixed monthly mortgage payments) ("automatic bill payments"). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to those payees designated in the Financial Institution's User Instructions and such payees as you authorize and for whom the Financial Institution has the proper vendor code number. The Financial Institution will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Financial Institution reserves the right to refuse to process payment instructions that reasonably appear to the Financial Institution to be fraudulent or erroneous. The Financial Institution will withdraw the designated funds from your account for the bill payment transfer by midnight on the date you schedule for payment. The Financial Institution will process your bill payment transfer within one (1) business day on the date you schedule for payment. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment

instructions through Online Banking at least six (6) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

You may cancel or stop payment of periodic and automatic bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a periodic or automatic bill payment you have already scheduled for transmission through Online Banking, you may electronically edit or cancel your payment request through Online Banking. Your cancellation request must be entered and transmitted through Online Banking before the date you have scheduled for payment. If your request is not entered in a timely manner, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic bill payment transaction not using Online Banking, the Financial Institution must receive your oral stop payment request at least three (3) business days before the next payment is scheduled to be made. You may call the Financial Institution at the telephone number set forth in the Liability for Unauthorized Access section to request a stop payment. If you call, the Financial Institution may require you to confirm your stop payment request in writing within fourteen (14) days after the call and the Financial Institution may charge a fee for each request. If you place an oral stop payment request at least three (3) business days before the payment is scheduled, and we fail to stop the payment, we will be liable for your actual losses or damages.

The Financial Institution reserves the right to close any Bill Pay account that is inactive for 90 days. Please be aware that data will be lost and the customer will be required to re-register to access their bill pay account in the future.

SECURITY OF ACCESS CODE

The personal identification number (PIN), password or access code ("access code") issued to you is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by changing your access code or by notifying the Financial Institution. If you fail to maintain the security of these access codes and the Financial Institution suffers a loss, we may terminate your Online Banking and account services immediately.

LIABILITY FOR UNAUTHORIZED ACCESS

You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Online Banking service or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through Online Banking without your authorization. Telephoning is the best way of keeping your possible losses down.

If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

Also, if your statement shows Online Banking transfers that you did not make, tell us at once.

If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60); if we can prove that we could have stopped someone from making the transfers if you had told us in time.

You may call First Atlantic at:

1-732-380-3600

1-800-342-1184 (outside NJ)

or write:

First Atlantic Federal Credit Union
468 Industrial Way West
Eatontown, New Jersey 07724

ENHANCED LOGIN SECURITY

The FFIEC (Federal Financial Institution Examination Council) requires that all Online Banking users enroll in Enhanced Login Security in order to use Online Banking. Enhanced Login Security provides extra protection against identity theft and fraud. Financial Institutions can not be held responsible for unauthorized access to user's account.

BUSINESS DAYS

Our business days are Monday through Friday. Holidays are not included.

FEES AND CHARGES

There are certain charges for Online Banking services as set forth on the Financial Institution's Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

PERIODIC STATEMENTS

Transfers, withdrawals, and bill payments transacted through Online Banking will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers and bill payments to verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant
- To comply with government agency or court orders;

If you give us your written permission we will disclose information to third parties about your account or the transfers you make if:

- The disclosure is necessary for the completion of an electronic fund transfer;
- The disclosure is for the purpose of verifying the existence and condition of an account for a third party, including, but not limited to, a credit bureau or merchant;
- The disclosure is made to a government agency in the exercise of its statutory functions with respect to a person applying for or receiving public assistance;
- The possessor of the account gives written permission to the financial institution to disclose the information;
- The disclosure is necessary to resolve an error or an inquiry as to an alleged error;
- The disclosure is made to a supervisory agency in the exercise of its supervisory and regulatory examination functions with respect to a financial institution.

FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, the Financial Institution will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet Access, or Financial Institution user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the Online Banking service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.

- If you have not given the Financial Institution complete, correct and current instructions so the Financial Institution can process a transfer or bill payment.
- If the error was caused by a system beyond the Financial Institution's control, such as your Internet Service Provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If the Financial Institution makes a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If there are other exceptions as established by the Financial Institution from time to time.

TERMINATION OF ONLINE BANKING SERVICES

You agree that we may terminate this Agreement and your use of the Online Banking services, if you or any authorized user of your account or access code, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

NOTICES: The Financial Institution reserves the right to change the terms and conditions upon which this service is offered. If applicable, the Financial Institution will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of the Online Banking service is subject to existing regulations governing your accounts and any future changes to those regulations.

BILLING ERRORS: In case of errors or questions about your Online Banking transactions, telephone us at the phone number or write to us at the address set forth above in the Liability for Unauthorized Access section as soon as you can.

We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds 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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

ENFORCEMENT

You agree to be liable to the Financial Institution for any liability, loss, or expense as provided in this Agreement that the Financial Institution incurs as a result of any dispute involving your accounts or services. You authorize the Financial Institution to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state where you opened your account, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

ELECTRONIC COMMUNICATIONS

By accepting this agreement, you agree to receive e-mail communications from the Financial Institution which may include changes in disclosure or products, newsletters, promotional offers, and service announcements. As per the CAN-SPAM Act of 2003, you may opt out from receiving these messages at any time. Users may also set up e-mail notifications within Online Banking in regards to transactional items. These notifications may be turned off at any time by the user.

FINANCEWORKS & DEBIT DIVIDENDS REWARDS OFFERS END USER LICENSE AGREEMENT

In addition to the above content, if you decide to use either FinanceWorks or the Debit Dividends 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 DIVIDENDS 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 Dividends Rewards: You will earn rewards for your participation in the Debit Dividends Rewards Offers program based on total purchases. If you participate in the 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.