

Finance Works & Purchase Rewards Offers

In addition to the above content, if you decide to use either Finance Works or the Purchase 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 Finance Works Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

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

You are not licensed or permitted to do any of the following, and you may not allow any third party to do any of the following:

1. Access or attempt to access any other systems, programs or data that are not made available for public use;
2. Copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Finance Works site or from the Purchase Rewards Offers program;
3. Permit any third party to benefit from the use or functionality of the Service or Purchase Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement;
4. Transfer any of the rights granted to you under this license;
5. Work around any technical limitations in the 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;
6. Perform or attempt to perform any actions that would interfere with the proper working of the Service or Purchase Rewards Offers or any service provided in connection with them, prevent access to or the use of the Service, Purchase 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

7. Otherwise use the Service, Purchase Rewards offers or any services provided in connection with them except as expressly allowed under this Section.

Ownership. The Service and Purchase 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:

1. Maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Purchase Rewards Offers or any services provided in connection with them, and your accounts with us (collectively). "License Access Information"), and
2. Preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Purchase 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, Purchase 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 holds information, email, and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communication received through use of the Licensee Access Information were authorized and sent 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, Purchase Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonable 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 paryt bendores permission to use, Licensee Access Information to enable us to provide the Service, Purchase 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 service 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

1. Conduct database marketing and marketing program execution activities;
2. Publish summary or aggregate results relating to metrics comprised of research data from time to time;
3. Distribute or license such aggregated research data to third parties.

Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interests and needs.

Use, Storage and Access.

We shall have the right, in our sole discretion and with reasonable notice posted on the Finance Works 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:

1. The amount of storage space you have available through the Service at any time, and
2. 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 regulation, 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 service 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 error 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 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, Purchase Rewards Offers or any other services provided in connection with

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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 Regulation (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 or re-export restrictions imposed by US law.

Purchase Rewards Offers. If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Purchase Rewards. You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase 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 purchase 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 and user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

Purchase Rewards Offers Account. You must use the debit card associated with the Purchase 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 Purchase 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 Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchase, 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:

1. Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
2. The rewards information that we provide to you, which is provided "as is" and "as available."
3. Your inability to comply with other guidelines, the accuracy, timeliness, loss or corruption, or mis-delivery of any qualifying purchase information or any other information, 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 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, act of God, strikes or other labor problems.
4. 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.