



## ONLINE BANKING AND ESTATEMENT ENROLLMENT FORM

E-Statements give you the option of accessing your current and past statements 24 hours a day, 7 days a week. You also receive your statement quicker than your paper statements. E-Statements eliminate the worry of having to file or shred paper statements and protect you from identity theft. By signing up for E-Statements, you will be doing your part to help protect the environment by reducing paper waste and clutter.

Online Banking and E-Statements are a free service provided by Sierra Pacific FCU. To learn more about our online services, please go to [www.sierrapacificfcu.org](http://www.sierrapacificfcu.org) or contact any of our branches.

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Primary member name & Account number: \_\_\_\_\_

Username (min 7 alpha and 1 number): \_\_\_\_\_

Primary e-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By signing here, you acknowledge receipt, and you agree to the terms and conditions of the Electronic Funds Transfer Agreement and The Terms of Service for Savvymoney. You agree to the terms and conditions of the Electronic Statement Consent Agreement and the Terms of Service for Savvymoney.

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## **ELECTRONIC STATEMENT CONSENT AGREEMENT**

This Agreement is between Sierra Pacific Federal Credit Union (hereinafter, us, our or Credit Union), and each participating member of the Sierra Pacific Federal Credit Union's E-Statement program, together with any person who is authorized by a member to use or access this service (hereinafter referred together as you, your or yours).

**E-Statement Access.** Accessing your E-Statement confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement. By entering into this agreement, you understand that Sierra Pacific Federal Credit Union will no longer provide you with a monthly paper statement. Your statements will be available through e-mail on or around the 15th day for each month for those receiving monthly statements. If you receive quarterly statements, your statement will be accessible through e-mail to you around the 15th day in January, April, July, and October respectively. You will be notified by e-mail that your e-statement is available.

By accessing your on-line periodic statements you will be able to view your periodic account and transaction activity for your deposit and loan accounts (excluding credit card statement activity), electronic funds transfer transactions, periodic notice of billing error rights under federal Regulations Z and E, and credit union newsletters and/or statement stuffers, which may contain important legal notices that affect you.

In order to access your E-Statement online, you must have an active Flexteller banking service established with the credit union. Once that is established, you may log on to our home banking site via the Internet, use your PIN to access your account, and click on the E-Statement sidebar.

**Access Requirements.** In order to access your E-Statements online, you must first have both an internet connection (128-bit encryption recommended) and you must establish and maintain an email address. Secondly, you must have a sign-on and password to Sierra Pacific Federal Credit Unions Flexteller online banking system. Third, you must have access to Adobe Acrobat Reader software (available free of charge at [www.adobe.com](http://www.adobe.com)) to access your E-Statements as well as a printer or the ability to download the E-Statements for your records.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the **E-Statement Service**. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your E-Statement service.

**Service Availability.** The service providing your E-statements is generally available 24 hours a day, 7 days a week. However, this service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

**Error Resolution.** You understand the importance of your role in the prevention of misuse of your account. You agree to promptly examine your statement and notify us immediately of any errors on your account. We must hear from you no later than 60 days after you are sent the first statement in which the problem appears. You may contact us at 775-834-4579.

**Confidentiality.** You agree to protect the confidentiality of your account, account numbers, and your personal identification numbers.

SPFCU will disclose information to a third party about your e-statement access only in the following circumstances: 1) When it is necessary for completing a technical support call to our e-statement provider, 2) In order to verify the existence of conditions of your account, 3) To comply with a government agency or applicable law

**Right to Receive Paper Statements.** Once you enroll in this voluntary program, your paper statement will no longer be sent to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statement. To request a copy of your periodic statement please telephone us at 775-834-4579 or write to: Sierra Pacific Federal Credit Union, P.O. Box 10100, Reno, NV 89520.



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**Electronic Signature Agreement & Security.** You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in our E-Statement Program ("Program"); or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union. You agree and acknowledge that you will keep your PIN and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your PIN has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**E-Mail Address Required-Notification of Statement Availability.** Your e-mail address is required to participate in our E-Statement delivery program. We will send you an e-mail notification at your last e-mail address of record when your online statement is available. You agree to accept responsibility for notifying us if your e-mail address changes. Your online statements will remain accessible on our web site for at least six (6) months. If we send your e-mail notification and it is returned to us as undeliverable, you will still be able to access your statement from the internet site and should do so until we can start sending you paper statements again or advise us that you are unable to access the statement. However, your participation in the program will be discontinued and subsequent statements will be distributed to you in paper form.

**Your Right To Withdraw Consent.** You have the right to withdraw your consent to receive your statements in electronic form at any time. If you elect to withdraw your consent there is currently no cost to you and your participation in the Program will be terminated.

To withdraw your consent you must send written notice to the credit union. You will need to either fax to 775-834-3272 or mail to: Sierra Pacific Federal Credit Union, Attn: Electronic Services Department, P.O. Box 10100, Reno, NV 89520.

If your written notice to cancel is received within five (5) business days prior to the end of the statement cycle, your current (monthly/quarterly) statement will be distributed to you in paper form. If it is not received within the above-mentioned time frame, your current (monthly/quarterly) statement will be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

**Contractual Agreements/Modification.** This electronic consent supplements and modifies other agreements that you may have with the Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. For example, you will still be required to review any account statements you receive and notify the Credit Union within established time periods if there are any errors on your statement.

**Authorization Consent.** By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

**E-Mail Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the e-mail address in your Membership Account Agreement, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no

obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

## **TERMS OF SERVICE SAVVYMONEY**

**Last Updated: February 23, 2021**

These Terms of Service (“**TOS**”) govern Your access and use of the website located at <https://www.savvymoney.com>, including all subdomains thereof (the “**Website**”) and any services, materials, publications and emails provided to You in conjunction with the Website (collectively, the “**Program**”). Portions or functionality contained on the Website may be available to You through the mobile app or other internet properties ( “**App**” ) provided by Your Financial Institution (defined below). The Website and Program are provided to You by SavvyMoney, Inc. (“**SavvyMoney**”, “**we**” or “**us**”). By accessing or using the Website and Program, You (“**You**”) agree to be bound by this TOS. “**You**” includes both users who visit the Website or who may access the Program but are not registered with SavvyMoney and users who are registered with SavvyMoney to access features of the Website and Program made available only to registered users (“**Registered Users**”). If You do not agree to this TOS, You will not have the right to access or use the Website, Program or any portion thereof.

You represent that: (a) if You are entering into this TOS on behalf of another person, You are duly authorized by such person to enter into this TOS which will be binding upon both You individually and such other person (and “**You**” as used in this TOS shall refer to both), (b) You are of the legal age to form a binding contract with us, and (c) You are not a person barred from subscribing to, using or accessing the Website or Program under the laws of the United States or other applicable jurisdiction.

### **1. Changes to this TOS; Policies**

We reserve the right to update or make changes to this TOS from time to time in our sole discretion, and we may notify You of changes by any reasonable means, including without limitation, by posting the revised version of this TOS on the Website, and these changes will become effective immediately upon the posting on the Website. You can determine when this TOS was last revised by referring to the “Date of Revision” at the top of this TOS. Your continued access or use of the Website and/or Program after any changes to this TOS have been posted shall constitute Your agreement and consent to such changes. Please return to this page periodically to ensure familiarity with the most current version of this TOS. You agree that Your use and access certain features of the Website and Program may be subject to any additional posted guidelines, rules, terms and conditions applicable to such features (collectively, “**Policies**”), which are hereby incorporated by reference into this TOS. In the event that any terms or conditions of such Policies contradict or are inconsistent with the terms and conditions of this TOS, such Policies will govern and prevail solely with respect to the specified features, if any, to which they apply.

### **2. Privacy Policy**

Any information that You provide to us in registering with SavvyMoney or that You provide or transmit through the use of the Website and Program are governed by SavvyMoney’s [Privacy Policy](#). Please read our [Privacy Policy](#) carefully. This TOS incorporates by reference the terms and conditions of our [Privacy Policy](#). Notwithstanding anything in our [Privacy Policy](#) or this TOS, You understand and agree that the Website and Program use the Internet and third party networks which are not secure, and SavvyMoney cannot guarantee that any transmission made by You while using the Website or Program is or will be secure.

### **3. Registered Users**

In order to establish an account with us and to access certain features of the Website and Program, You are required to register with us. You may directly register with us or You may register with us through Your on-line banking account of Your credit union, bank or other financial institution (“**Financial Institution**”). Upon registering with us, an account will be established for You. If You register with us through Your Financial Institution and become a “**Partner Registered User**”, You may be able to access the Website and Your account directly through Your on-line banking account with Your Financial Institution. Additionally, in some instances, while You may not have registered with us



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through Your on-line banking account of Your Financial Institution, Your Financial Institution may sponsor Your registration with us.

### 4. Login Credentials

As a Registered User, You agree to provide us with true, accurate and complete information and to maintain and promptly update such information in order to keep it accurate. Without limiting any other provision of this TOS, if You provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate Your account and refuse any or all current or future uses of the Website, Program or any portion thereof. You agree not to share, resell, assign, transfer or sublicense Your access to the Website, Program or Your account to any third party. You further agree not to create a false or misleading identity on the Website. You agree and understand You are responsible for maintaining the confidentiality of Your password which, together with Your user ID (which may be Your e-mail address) ("**Login Credentials**"), allows You to access Your account. As a Partner Registered User, You may be able to access Your account with us directly through Your on-line banking account of Your Financial Institution, without having to insert Your Login Credentials. You agree to immediately notify us at [support@savvymoney.com](mailto:support@savvymoney.com) if You become aware of any actual or suspected unauthorized use of Your Login Credentials or any other breach of security related to Your account. We are not liable for any loss or damage arising from Your failure to comply with the foregoing. **YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES TAKING PLACE THROUGH YOUR ACCOUNT**, whether or not You are the individual who undertakes such activities.

### 5. About the Program

The Program includes the following features: (i) credit score and report card, (ii) credit report, (iii) credit score simulator, and (iv) credit report monitoring, along with special personalized loan and other financial recommendations. You may be enrolled in one or more features of the Program. Your credit report card has a summary of information from Your credit report obtained from a credit reporting agency and may include helpful information about factors that influence Your credit risk score. The simulator estimates the score under different scenarios inputted by You and is for educational purposes only. It does not guarantee that Your score will rise or drop by the simulated score when You take actions described in such scenarios.

### 6. Credit Report Card Consent

As part of becoming a Registered User, You authorize us to obtain Your credit report from a credit reporting agency on Your behalf for the purpose of providing You with Your credit report as well as the credit report card feature of the Program, which includes ongoing monitoring of Your credit profile. You agree that such consent constitutes "written instructions" under the Fair Credit Reporting Act and authorizes SavvyMoney to obtain Your credit report or other information from a credit reporting agency for the purpose of providing You with Your credit report (and credit report card feature of the Program). You grant this authorization on an ongoing basis and we may access Your credit report or other information from a credit reporting agency at least once per month. You may revoke Your ongoing authorization at any time by terminating Your SavvyMoney account. We do not obtain the credit report of any user who is less than eighteen (18) years of age.

### 7. Sale of Products

In using the Website, You may be offered certain products (whether services, financial offers or merchandise) (each, a "**Product**"), which will be subject to the terms and conditions applicable to such Product. We are not responsible for any such Products unless we are the vendor of the Products, in which case the terms and conditions we have posted for such Products shall apply. Products may be offered to You by a Financial Institution based on information obtained from Your credit report.

## **8. Terminating Your Account with SavvyMoney and this TOS**

This TOS will continue in effect until terminated by either You or SavvyMoney as set out below.

### *Termination of Your Account*

If You are a Registered User, You may terminate Your account with SavvyMoney at any time by (i) cancelling Your account through the Website, or (ii) notifying SavvyMoney at [cancel@savvymoney.com](mailto:cancel@savvymoney.com) or in writing, to SavvyMoney's address at: 4160 Dublin Blvd, Suite 250, Dublin, CA 94568. Please allow up to ten (10) business days after receipt of Your notice for us to process Your request to cancel Your account.

SavvyMoney reserves the right to terminate Your account at any time, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Lastly, if You are a Partner Registered User, Your Financial Institution has the right to directly terminate Your account, which may become effective without any prior notice to You.

Upon termination of Your account: (i) You will no longer be deemed a Registered User, (ii) You will not have the right to access the features of the Website and Program that are accessible only to Registered Users, (iii) You will not have the right to access Your account data or files, and (iv) You may still be a user of the Website and Program unless and until this TOS is terminated by You or us.

### Termination of this TOS

You may terminate this TOS by ceasing all access and use of the Website and Program. SavvyMoney reserves the right to terminate this TOS, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Upon termination of this TOS: (i) You do not have the right to access or use the Website or the Program, and (ii) Sections 2, 7, 8, 12, 14, 15, 16, 17, 18, 20 and 21 of this TOS will survive.

## **9. Your Use of the Program**

Your right to access and use the Website and the Program is personal to You and is not transferable by You to any other person or entity. You are only entitled to access and use SavvyMoney for lawful purposes. The Website and Program are intended only to assist You in Your financial organization and decision-making and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Website and Program may not be appropriate for Your situation. Accordingly, before making any final decisions or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of Your individual circumstances. Your access and use of the Website and Program may be interrupted from time to time for any of several reasons, including, without limitation, equipment malfunction, periodic updates, maintenance or repair, unavailability of third party services which have been integrated into the Website or Program, or other actions that SavvyMoney, in its sole discretion, may elect to take.

## **10. Online Alerts**

SavvyMoney may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts are sent to You following certain changes made to Your account. You do not need to activate these alerts. Although You may have the option to suppress some of these automatic alerts, we strongly recommend that You do not since some of them are security-related. Voluntary account alerts may be turned on by default as part of the Program. Such alerts may be customized, deactivated or reactivated by You from time to time. SavvyMoney may add new alerts, from time to time, or cease to provide certain alerts at any time in its sole discretion. Each alert has different options available, and You may be asked to select from among these options upon activation of Your alerts service. Electronic alerts will be sent to the email address You have provided as Your primary email address under Your account. If Your email address changes, You are responsible for making the change in the Profile section of Your account. Changes to Your email address will apply to all of Your alerts.

## **11. Data; Rights You Grant to Us**



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You hereby grant SavvyMoney a non-exclusive, royalty-free, fully paid-up, right and license to use any or all data, information, comments or other content that You provide to us or otherwise transmit through the use of the Website and Program (collectively, "Data") for the purposes of providing You with the Website and Program. You represent and warrant that You are the exclusive owner of the Data or have all rights and licenses necessary to grant the rights to the Data that You have granted to SavvyMoney in this TOS, without the need to obtain any third party consents or permissions. As a Registered User, You expressly authorize SavvyMoney, on Your behalf as Your agent, to access Your credit report from one or more credit reporting agencies and to use and store such information for the purposes of making available to You certain features of the Program. Additionally, You grant SavvyMoney a limited power of attorney, and appoint SavvyMoney as Your attorney-in-fact and agent, to access Your credit report from one or more

credit reporting agencies, as You could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAVVYMONEY ACCESSES AND RETRIEVES CREDIT REPORTS FROM ONE OR MORE CREDIT REPORTING AGENCIES, SAVVYMONEY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF A THIRD PARTY.

### 12. License; SavvyMoney's Intellectual Property Rights

Subject to Your compliance with this TOS, and solely for so long as You are permitted by SavvyMoney to access and use the Website and Program, SavvyMoney grants You a limited, revocable, non-exclusive, non-transferable right to access and use the Website and Program for Your individual personal use only. Unless expressly granted to You in this TOS, SavvyMoney and its licensors (which may include Your Financial Institution) reserve and retain all rights, title and interest (including all intellectual property rights) in and to: (i) the Website and Services, including all content and other materials appearing therein, (ii) all data related to Your use of the Website and the Program which does not identify You and cannot be used to identify You, and (iii) the technology, systems and software used to provide the Website and Program. The Website and Program (including the underlying technology, systems and software comprising the Website and Program) are protected by copyright, trademark, patent, and/or other proprietary rights and laws. All trademarks and service marks appearing within the Website or Program not owned by SavvyMoney are the property of their respective owners. The trade names, trademarks and service marks owned by SavvyMoney, whether registered or unregistered, may not be used without SavvyMoney's written consent or in any manner that is likely to cause confusion. You may download or print a copy of content or materials provided to You on the Website or as part of the Program for Your personal, internal and non-commercial use only and for no other purpose. SavvyMoney reserves all rights not expressly granted to You in this TOS.

### 13. Restrictions

In accessing and using the Website and Program, You agree to abide by the following rules, restrictions and limitations:

- You will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website, Program or any portion thereof;
- You will not use any data mining software, robots, spiders or similar data gathering and extraction tools to retrieve, index, "scrape," "data mine," or in any way gather content or data from the Website or Program or otherwise circumvent the navigational structure or presentation of the Website or Program;
- You will not disseminate or transmit viruses, worms, Trojan horses, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or any other malicious or invasive coder program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear gifs, pixels, web bugs, cookies or other similar devices;

- You will not attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of Website or the Program;
- You will not use the Website or Program in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Website, Program or any networks or security systems of SavvyMoney or its service providers, or otherwise interfere with other users' use of the Website or Program;
- You will not interfere with or circumvent any security feature or any feature that restricts or enforces limitations on the use of, or access to, the Website or Program;
- You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures of the Website or Program;
- You will not remove, change or obscure any copyright, trademark notice, trademark, hyperlink or other proprietary rights notices contained within the Website or Program;
- You will not attempt to impersonate another person; and
- You will comply with all applicable laws in Your access and use of the Website and Program, including the laws of Your country if You live outside of the United States of America.

#### **14. Links to Third Party Sites**

The Website and Program may contain hyperlinks or other references to third party websites, including the websites of Financial Institutions ("**Third Party Sites**"). You may be subject to different terms and conditions that apply when You use Third Party Sites. You agree that You are responsible for reviewing and understanding any terms and conditions governing any Third-Party Site and products or services provided within such Third Party Sites, and that SavvyMoney has no responsibility or liability for Your access and use of Third Party Sites.

#### **15. Disclaimers; Limitation of Liability**

THE WEBSITE AND PROGRAM ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND THE USE THEREOF IS AT YOUR SOLE RISK. SAVVYMONEY MAKES NO, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND TITLE WITH RESPECT TO THE WEBSITE AND PROGRAM, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. SAVVYMONEY DOES NOT WARRANT THAT: (A) THE WEBSITE OR PROGRAM (OR THE RESULTS OBTAINED FROM THE USE THEREOF) WILL BE TIMELY, ERROR-FREE, SECURE OR UNINTERRUPTED; (B) THE WEBSITE OR PROGRAM WILL MEET YOUR REQUIREMENTS; OR (C) ANY ERRORS OR MALFUNCTIONS IN THE WEBSITE OR PROGRAM WILL BE CORRECTED. SAVVYMONEY SHALL NOT BE LIABLE IN THE EVENT OF ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE OR PROGRAM, ANY INTERRUPTION, SUSPENSION OR CESSATION OF ACCESS TO THE WEBSITE OR PROGRAM, OR ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL OR MALICIOUS CODE WHICH MAY BE TRANSMITTED THROUGH THE WEBSITE OR PROGRAM BY ANY THIRD PARTY. SAVVYMONEY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT MADE AVAILABLE ON THE WEBSITE OR THE PROGRAM.

NEITHER SAVVYMONEY NOR THE PROGRAM IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. SAVVYMONEY IS NOT A FINANCIAL PLANNER, BROKER, TAX ADVISOR, OR A CREDIT COUNSELOR. The Program is intended only to assist You in Your financial organization and decision-making and is broad in scope. SavvyMoney does not act as Your agent in eliminating, reducing or settling Your debts, obtaining new or different loan terms for You, or improving Your credit history, credit rating, credit report, credit score or debt-to-income ratio. SavvyMoney does not provide accounting, tax, legal, real-estate, mortgage, and financial planning or investment advice.

SAVVYMONEY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT





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NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, COST OF SUBSTITUTE PROCUREMENT, ARISING IN WHOLE OR IN PART FROM YOUR USE OF (OR INABILITY TO USE) THE WEBSITE, PROGRAM OR ANY PORTION THEREOF, EVEN IF SAVVYMONEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SAVVYMONEY BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OR OTHER NETWORK (INCLUDING WITHOUT LIMITATION PHONE NETWORK OR OTHER TELECOMMUNICATIONS NETWORK) FAILURES OR "BROWNOUTS", COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TOS, SAVVYMONEY'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO (1) FEES PAID BY YOU DURING THE 6 MONTHS PRECEDING THE DATE ON WHICH YOU NOTIFY SAVVYMONEY OF A CLAIM, OR (2) \$100.00 (ONE HUNDRED UNITED STATES DOLLARS). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE SAVVYMONEY'S LIABILITY. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

### 16. Your Indemnification of SavvyMoney

You agree to indemnify and hold SavvyMoney and its officers, directors, shareholders and employees harmless from and against any loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this TOS, Your use of the Website, Program, or any other related product or service, and any infringement by You of any intellectual property or other third-party right.

### 17. Governing Law and Forum for Disputes

This TOS shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this TOS shall be finally settled by arbitration in San Francisco County, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this TOS, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California and the state courts located in San Francisco County, California. Use of SavvyMoney's Website and the Program are not authorized in any jurisdiction that does not give effect to all provisions of this TOS (including without limitation, this section). You understand that, in return for agreement to this provision, SavvyMoney is able to offer the Website and Program at the terms set forth in this TOS, and that Your assent to this provision is an indispensable consideration to this TOS. You also acknowledge and understand that, this provision governs with respect to any dispute with SavvyMoney, its officers, directors, employees, agents or affiliates, arising out of or relating to Your use of the Website or Program or arising from this TOS.

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND 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 REGISTERED USER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

## **18. Notices**

You authorize SavvyMoney (and Your Financial Institution) to send You notices and information regarding the Website and Program via email to the most current email address we have for Your account. You agree that such notice will be deemed sufficient notice, effective on the date of transmission, and You waive any rights to assert failure of notice. You agree that this TOS and all notices provided to You maybe sent in electronic form and will have the same effect as they would if provided in printed form.

## **19. Claims of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law. If You believe in good faith that materials transmitted through the Website infringe Your copyright, You (or Your agent) may send SavvyMoney a notice requesting that SavvyMoney remove the material or block access to it. Please provide the following information: (i) an electronic or physical signature of the owner(or person authorized to act on behalf of the owner) of the copyrighted work; (ii) a description of the copyrighted work that You claim has been infringed upon and sufficient information for SavvyMoney to locate such copyrighted work; (iii) information reasonably sufficient to permit us to locate the copyrighted work; (iv) Your address, telephone number, and e-mail address; (v) a statement by You that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and(vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner’s behalf.

If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send SavvyMoney a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices should be sent to:

SavvyMoney, Inc.

4160 Dublin Blvd, Suite 250

Dublin, CA 94568

Attention: DMCA Agent

or sent via email to [copyright@savvymoney.com](mailto:copyright@savvymoney.com)

SavvyMoney shall have the right to suspend or terminate the account of any Registered User, or access to the Website and Program to any other user, engaged in suspected repeated copyright infringement. SavvyMoney shall have the right to transmit the notification to the Registered User or other user transmitting or receiving the allegedly infringing material, and to transmit any counter-notification to the complaining party.

## **20. Notice for California Residents**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If You have a question or complaint regarding the Website or Program, please contact us at the “Contact Us” section below. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail to: 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

## **21. Miscellaneous**

If any provision of this TOS is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this TOS and will not affect the validity and enforceability of any remaining provision. This TOS, together with the Policies and Privacy Policy, constitute the entire agreement between SavvyMoney and You pertaining to any and all access and use of the Website or Program and supersede any and all prior or contemporaneous written or oral agreements between SavvyMoney and You pertaining thereto. No amendment or waiver of this TOS will be binding on SavvyMoney unless set forth in a writing expressly identifying this TOS and



## **ONLINE BANKING AND ESTATEMENT ENROLLMENT FORM**

signed by an officer of SavvyMoney and You. Any caption, heading or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

### 22. Contact Us

If You wish to contact us regarding this TOS, You may do so:

By email at: **[support@savvymoney.com](mailto:support@savvymoney.com)**

By mail at:

SavvyMoney, Inc.

4160 Dublin Blvd, Suite 250

Dublin, CA 94568