



MOUNTAIN AMERICA

CREDIT UNION

Online and Mobile Terms and Agreement

MOUNTAIN AMERICA FEDERAL CREDIT UNION

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TERMS AND CONSENT APPLICABLE TO ONLINE BANKING, ELECTRONIC SIGNATURES, ELECTRONIC CONTRACTS, ELECTRONIC RECORDS, ELECTRONIC MAIL ("E-MAIL") FACSIMILE AND OTHER ELECTRONIC SERVICES AND COMMUNICATIONS.

Online Branch (Internet Network Connection) Agreement

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). To access these records you must have a file reader, such as Adobe Acrobat®. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. A fee for a statement reprint or check copy may be imposed. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail us as set forth in the Schedule.

You may make Online Branch Transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Schedule or limits under other agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from savings accounts, as discussed herein and above. Account balance and Transaction history information may not show all account activity involving your accounts.

You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.

You may access your accounts through a personal computer (PC) under the Online Branch service with an Access Device. You must use your access code along with your account number to access your accounts. You may use Online Branch to:

- Change your access code.
- Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your savings and checking.
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Withdraw funds from savings, checking and line of credit accounts by Check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours.
- Issue third-party payable Checks under Bill Payment Service.

Equipment and Software Requirements

To receive electronic records and to access our home banking services, you need a computer with Internet access and web browser (such as Microsoft Internet Explorer®, Mozilla Firefox®, Safari® or an equivalent). Use and access to our Online / electronic banking services requires the use of a browser that supports 128 bit encryption and Java and cookies enabled. You are responsible for the set-up and maintenance of your home computer and Internet Service Provider, which supports the encryption requirements of our home banking systems. Contact the Credit Union to see if your equipment is compatible.

By requesting any electronic funds transfer, home banking, other electronic services or Transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print, and store the electronic records we provide to you.

Performance of Electronic Service and Warranty Disclaimer

In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages. Further, we make no warranty, express or implied, to you regarding your equipment, including any warranty of merchantability or fitness for a particular purpose, including but not limited to any Online Banking services provided to you under this or any other agreement with us.

We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Virus Protection

We are not responsible for any electronic virus or viruses that you may encounter. The Credit Union suggests that you routinely scan your PC and diskettes using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files and even your hardware.

Electronic Signature

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any Transactions regarding any agreement, acknowledgment, 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 the validity of 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.

Electronic Records

To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, Transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

"E-Mail" and Facsimile 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, which 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 an e-mail at either the address provided with the

communication, the e-mail address in your Membership Application or any other application or written communication actually received by us.

Any account Owner, co-borrower, or Authorized user may change the e-mail address for statements or other information from us at any time. Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in 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. Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized Transaction, stop payment request, or otherwise, you may call the Credit Union at the telephone number in the Schedule.

Links to Other Sites

Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party websites. Credit Union is not responsible for the content or support of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

Controlling Law and Users Responsibilities

Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union and/or our ASP (Access Service Provider). The Credit Union's principal office is located in the State of Utah, which law governs this Agreement. You may choose to access our website and electronic services from any location, we make no representation that any information, materials, or functions included in our website or via our electronic service are appropriate or authorized for use in all jurisdictions.

Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

Insufficient Funds Transactions

If your account balance is insufficient to cover any Transaction(s), we may treat these Transactions as insufficient funds Transactions. The Credit Union reserves the right to refuse any Transaction, the decision shall be at the Credit Union's sole discretion.

Electronic Processing and Transactions

Due to the processing systems for electronic Transactions used in the United States and by us, a payment or other Transaction may be effective / posted before we are open for business on the date scheduled for the payment or other Transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment / Transaction one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or Federal holiday, the payment may occur on either the first business day after the due date or the business day prior to the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time. You may not make payments and/or Transactions to a federal, state or local governmental or tax unit, or pay child-support or alimony, or to make payments to other categories of payees that we establish from time to time using our electronic services.

Preauthorized Transactions

If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the 14th day.

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.

Bill Payment Service (Online Branch)

You may make bill payment Transactions subject to the limitations in the Bill Payment User Guide and this document. The Credit Union will not process any bill payment transfer if the required Transaction information is incomplete. The Credit Union will withdraw the designated funds from your account on or after the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may at our discretion. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) business day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. Bill Payment Service user instructions can be found on the Credit Union's website. The credit Union may set other limits on the amount of any Transaction(s), and you will be notified of those limits. In an effort to maximize security and maintain the highest level of service, any bill pay account that has not processed a payment in six months will be closed and if the checking account associated with bill pay is ever closed, the bill pay profile will also be closed. The Credit Union is not responsible for any bill pay account information that is lost due to account inactivity or closed checking account.

Online Bill Payment Transactions

You may cancel, stop, or change a scheduled Online Bill Payment as set forth in the Bill Payment Service User Guide. After the time period set forth in the Bill Payment Service User Guide has passed it is not possible to stop or cancel a payment. Some types of payments may not be stopped.

Person to Person Transactions (Send Money)

Send Money is a person-to-person funds transfer service offered through the online and mobile platforms. In using this service, you agree to all of the terms and conditions provided in this Agreement. Restrictions and limitations may apply. Mountain America Credit Union reserves the right to deny or refuse any transaction. The individual initiating a transaction using this service must be a current member of the credit union. Transactions are facilitated through the PayPal Network, thus the receiving party must not only have a PayPal account, they must have agreed to all terms and conditions before using the service. The initiating party is not required to have a PayPal account.

Mountain America Credit Union will not charge a fee for this service. However, PayPal may charge for the use of this service.

In using this service, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. Additional information can be found in the Send Money Services Agreement, which is posted in this Agreement.

Children's Online Privacy Protection Act (COPPA)

Mountain America Credit Union does not collect or use personal information from children under 13. For more information about the Children's Online Privacy Protection Act (COPPA), visit the FTC web site, www.ftc.gov.

MOUNTAIN AMERICA FEDERAL CREDIT UNION PRIVACY STATEMENT

Our Commitment to Privacy

Mountain America Federal Credit Union has created this privacy statement in order to demonstrate our firm commitment to safeguarding the privacy of our members and other consumers who provide us with nonpublic personal information.

Information we collect about you

We collect nonpublic personal information about our members and other consumers only for lawful business purposes, or as otherwise required by applicable law. The categories of nonpublic personal information which we collect from you are as follows:

Information we receive from you. Examples of such information would include, but not be limited to:

- Information you provide on applications to become a member or applications to obtain loans, credit cards, or other financial products and services, and
- Information we collect about you from our website. (see "About our website")

Information about your transactions with us or our affiliates. Examples of such information would include, but not be limited to:

- Account balance information, payment history, overdraft history, and credit or debit card purchase information, and
- The fact that you are, or have been one of our members or have obtained a financial product or service from us.

Information about your transactions with nonaffiliated third parties. Examples of such information might include, but would not be limited to, information which we or our agents obtain in compliance with the Fair Credit Reporting Act and other applicable law. Such information might be obtained for the purpose of collecting on loans or for other reasons.

Information from a consumer reporting agency. Examples of this would include the information listed on your credit report.

Information we disclose about you

We share the nonpublic personal information we have collected about members, former members, and consumers with our affiliate, Mountain America Financial Services, Inc. ("MAFS"). MAFS, which is a credit union service organization that is wholly owned by us, provides Insurance and Financial services.

We may also share the nonpublic personal information we have collected about you with nonaffiliated third parties with whom we have joint marketing agreements. Before entering into joint marketing agreements with nonaffiliated third parties, we require them to safeguard the nonpublic personal information relating to our members, former members, and consumers, and to comply with all applicable privacy laws.

Information Security Practices

We take reasonable precautions to protect nonpublic personal information that members, former members, and other consumers provide to us. We restrict access to nonpublic personal information to: (i) our employees, (ii) employees of our affiliates, and (iii) the nonaffiliated third parties identified above who need to know that information in order to provide products or services to you, to collect delinquencies, or to otherwise appropriately deal with your accounts. We also maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information.

Notices and Joint Relationships

Except where expressly required by applicable law, we will provide all notices to the member who is listed first on the account. Notices will be mailed to the address on the account. If the member has agreed to receive notices and disclosures electronically, then we may send all such notices and notifications to the e-mail or Internet address provided by such member. All joint owners, borrowers, and guarantors agree to the receipt and sufficiency of any notice or notification sent in accordance with the terms of this paragraph.

About our Website

Mountain America Federal Credit Union collects the following information for the purposes of contacting our members to provide requested products and information, the marketing of other credit union products and services, the reporting of web statistics, and the monitoring of products and equipment:

- Internet Service Provider (ISP) address
- Failed log-on attempts
- Password
- E-mail address
- Clickstreams
- Access time and date
- User name
- Mailing address
- Telephone number

To enhance the personalization and performance of our members' experience, our Internet home banking product utilizes so-called 'cookies,' which are very small files that a website sends to the member's browser for record-keeping purposes. Cookies function as identification cards, recording passwords and preferences. Cookies cannot be executed as code, nor can they deliver viruses. Browsers can be set to deliver a message when a cookie has been sent, allowing the member to decide whether to accept or reject it. In order to tailor website content to our members' interests, all cookies must be accepted. **All of our cookies are temporary, which means that they are active only as long as the member's browser is running. Cookies expire when the session has ended.** Mountain America's Internet home banking is encrypted and has security measures in place to protect against the loss, misuse, and alteration of information. All sensitive transactions use Secure Socket Layer (SSL) encrypted network transmissions. Physical access to critical systems and network components is limited to specifically authorized personnel. Backups of data stores are maintained in a secure, off-site location that utilizes secure access controls. Information collected on www.macu.com or in connection with Online Branch Internet home banking is not sold to third parties.

Beyond Our Control

Our website contains links to other websites. Mountain America Federal Credit Union is not responsible for the privacy practices or the content of the linked websites, and encourages members to read the privacy statements of all linked websites in order to become acquainted with their specific privacy practices.

I agree to the terms and conditions disclosed herein.

MOUNTAIN AMERICA FEDERAL CREDIT UNION ACCOUNT TO ACCOUNT TRANSFER AGREEMENT

MOUNTAIN AMERICA FEDERAL CREDIT UNION ("Credit Union"), a federal credit union, the "Member" defined below, hereby enter into, as of the date the Credit Union grants access to the Services (the "**Effective Date**"), this Account to Account transfer Agreement ("**Agreement**") consisting of General Terms and Conditions, Exhibits, and any amendments attached hereto or hereafter by mutual consent of the parties, and incorporated by this reference.

Account to Account (A2A) Transfer General Terms and Conditions

Agreement- This Agreement establishes the rules that govern the processing of electronically transferred funds from your personal checking or savings account at Mountain America Federal Credit Union to an enrolled personal checking or savings account that you own at another financial institution. You will also be able to transfer funds from an External Account at another financial institution to Mountain America Federal Credit Union. Each transfer you make to and from an External Account at another financial institution is called an 'External transfer'.

From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated on any notice sent to You, the Member. Examples of such notices might include, but are not limited to, newsletters, disclosures, etc.

By enrolling an External Account, or by making a transfer using A2A Services, You accept all the terms and conditions of this Agreement and: 1.) you represent that you are an owner of that External Account and are authorized by any other owners of the External Account to enroll that account to make external transfers; 2.) You authorize Mountain America Federal Credit Union to initiate credit and debit transactions on the External Account entered through Mountain America Federal Credit Unions Website, or to correct any errors that Mountain America Federal Credit Union identified through A2A transfers. Please read this agreement carefully.

The terms and conditions of Member's Membership Agreement and the Truth-In-Savings Schedule for Member's deposit Accounts and each of Member's loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

Rules, Laws and Regulations- You agree to abide by and comply with all local, state, and federal rules, laws and regulations, including but not limited to, Regulation CC - "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act), Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

Definitions- In addition to all the other terms defined herein, the following terms shall have the following meanings:

- a) "We", "Our", "Us", and "Credit Union" shall mean Mountain America Federal Credit Union, its employees, directors, officers, representatives, and agents.
- b) "You", "Your", and "Member" shall mean the Account holder authorized by Credit Union to use the A2A Services, and any User authorized to exercise control over funds deposited in Member's Account through the A2A program.
- c) "Account" or "Accounts" shall mean the individual checking, savings share(s) deposited with Credit Union through the A2A program.
- d) "Services" means any of the A2A functions offered and/or used by You in connection with this Agreement, including optional and future services added by an addendum.

- e) "System" means the program that is maintained by the Credit Union, or other third parties, that You connect to through the internet in order to access the Services.

Services and Access- Once enrolled for the A2A transfer program; you may use the Services to transfer funds to or from an External Account. You must provide the Credit Union with the information regarding your External Account, ABA routing number, account number, name of the external financial institution, and whether the External Account is a checking or savings account. By enrolling an External Account, you authorize Mountain America Federal Credit Union to make micro-deposits that the user of the External Account must verify, before Mountain America Federal Credit Union will allow that account for External Transfer activity.

Mountain America Federal Credit Union reserves the right to reject an enrollment request for any reason, including without limitation positional fraud or misuse. You agree to enroll only personal accounts and are aware that not all types of accounts are eligible for ACH transfer. Ineligible accounts may include IRA, certificates of deposit, trusts, custodial accounts, business accounts, corporate accounts and other types of accounts.

Transferring To an External Account- All External Transfers are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to an External Account where the transfer would not be allowed under the rules and regulations of such accounts.

When you process a transaction for an External Transfer to an External Account, Mountain America Federal Credit Union will hold the funds on the scheduled date of the transaction. The hold will remain in effect until the funds are sent and the transaction is completed.

The credit union may honor but is not required to honor External Transfers to an External Account if the account has non-sufficient funds to cover the transfer. Mountain America Federal Credit Union may, at its sole discretion:

- Honor funds transfers under the terms of any Mountain America Federal Credit Union overdraft protection program you have with the credit union.
- Honor the funds transfer and create an overdraft in you eligible account. Mountain America Federal Credit Union may advance funds from your issued credit card. (See your credit card disclosure for applicable fees).
- Refuse to honor the funds transfer.
- Cancel any and all External Transfers to any and all External Accounts.

Any External Transfer to an External Account that is returned to Mountain America Federal Credit Union for any reason, the credit union will return the funds, within a reasonable amount of time to your account.

Transferring From an External Account- All External Transfers from External Accounts are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds from an External Account where the transfer would not be allowed under the rules and regulations of such accounts. When you process a transaction for an External Transfer from an External Account, Mountain America Federal Credit Union in notifying you that your funds will generally be available on the second business day after the day of deposit. If we are not going to make funds from your deposit available as described herein, we will notify you of longer delays as required by the Fund Availability Disclosure.

If any External Transfer from an External Account is rejected or returned, you authorize Mountain America Federal Credit Union to collect from any of your shares accounts maintained at the credit union Including credit card or any overdraft protection program. (See your credit card disclosure for applicable fees). If funds are not available from any of your credit union accounts, you agree to reimburse the credit union for the amount of the return along with any applicable service fees, collection fees, and/or legal fees.

Prohibited Payments- Transfers to payees outside of the United States are prohibited and may not be issued under any circumstances. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list. The Credit Union reserves the right to refuse any transfer to whom you may direct. The Service will notify you promptly if it decides to refuse to perform a transfer designated by you. This notification is not required if you attempt to make a prohibited transfer or an exception transfer under this Agreement.

Settlement of Transfers- Transfers to and from External Transfer accounts could take between one and three business days to settle. Immediate transfers may take up to three days before funds have actually posted to the

account. Scheduled transfers, both one-time and recurring, will settle one to three days after the transfer scheduled date.

Termination of Service- Termination of Service with an External Account may be requested by you, or by any other owner presenting ownership of that External Account. This agreement will continue to be in effect for any transactions that cannot be cancelled at the time of your termination.

Mountain America Federal Credit Union reserves the right to terminate any access to this service. The Credit Union may remove any or all enrolled External Account(s) for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction returns, or any other unauthorized access to this Service.

Transfer limits- For your security, Mountain America Federal Credit Union has established limits on the amount of funds and transactions that can be transferred during any one day. External Transfers are currently limited to a daily aggregate of \$7500.00 for External Transfers to and from Eligible External Transfer accounts. In addition, the Credit Union will process up to 10 External Transfer transactions per account per day. Limitations on aggregate or individual transfer transaction amounts may be changed at any time without notice.

Changes to fees or Other Terms- Mountain America Federal Credit Union reserves the right to change the fees or other terms of this agreement at any time. Currently there is no fee charged by the Credit Union for enrolling in this service. However, fees may be charged by the external financial institution.

Hours of Access- Services are generally available 24 hours per day, 7 days per week, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. We agree to post notice of any extended periods of non-availability on the Account to account transfer and/or Credit Union website.

Transmission Deadlines- Transmissions originate from the Credit Union offices in West Jordan Utah.

Item deposits/withdrawals initiated through the System before 2:30 p.m. Mountain Time on a business day are posted/debited to Member's Account the same day. Deposits completed after 2:30 p.m. Mountain Time or on a non-business day will be posted on the next business day. Transfers must be cancelled/edited before 2:30 p.m. Mountain Time.

In the event that We receive an A2A Item from You on a day that is not a business day or at a time which is after the applicable processing cutoff hour for a business day, the Transfer Item is deemed to have been received by Us at the opening of the next business day. "Business day" shall mean Monday through Friday, except observed Federal and Utah holidays. The Federal Reserve and/or the Credit Union, at its transmission office in West Jordan Utah, will be closed on non-business days. In addition, You are responsible for understanding and building into Your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

Authorized Users- The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the services using valid Member and User login IDs and passwords, including such persons who may not be signers on Member's Account. Except as otherwise provided by law, You will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. You agree to provide each Authorized User a copy of these terms in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on Your Account at Our discretion. We may deny Your access to the Services without prior notice if We are unable to confirm any person's authority to access the Services or if We believe such action is necessary for security reasons.

Security- You understand the importance of Your role in preventing misuse of Your Accounts associated with the A2A Transfer program, and You agree to promptly examine Your paper or electronic statement for each of Your Credit Union Accounts as soon as You receive it and notify Us of any errors in accordance with Your Account Membership Agreement. You agree to protect the confidentiality of Your Accounts and Account number and passwords. Data transmitted via the Services is encrypted in an effort to provide transmission security. A2A Transfer utilizes identification technology to verify that the sender and receiver, of transmissions related to the Services can be appropriately identified by each other. Notwithstanding Our efforts to ensure the Services are secure, You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing A2A transfer, or e-mail transmitted to and from Us will not be monitored or read by others.

You agree to notify Us immediately if You believe any passwords have been lost, stolen, used without Your permission, or otherwise compromised. Call Us immediately at Our Service Center at the number in the Contact Information section of this Agreement.

Use of Services- As a condition to using the Services, You agree that You are solely responsible for the use of the Services and that You will use the Services in accordance with this Agreement. You agree it is your responsibility to ensure you enter valid and correct External Account information. External Transfers sent to invalid or incorrect account numbers may be not recoverable and the Credit Union is not responsible for returning funds due to an unrecoverable External Transfer error. To attempt to circumvent the security features of the Services or the System or make any improper or unauthorized transfer of funds from Accounts via the Services or the System. You agree that You are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the System and the Services as well as accessing or using the System or the Services in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the Services or the System by You or Your authorized Users.

You are prohibited from using the Services for any activity that:

- Would result in You being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
- Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
- Directly or indirectly related to the use of the Services that is illegal or fraudulent.

Termination- We are permitted to terminate any or all of the Services immediately should You breach any part of this Agreement or of the Membership Agreement. We are also permitted to terminate any or all of the Services immediately if We are no longer able to provide such Services.

Confidentiality- You acknowledge that We will disclose information to third parties about Your Account:

- To enable Your access to the Services and the System,
- When it is necessary for completing deposits, and
- As required by law.

Contact Information- Notifications required by this Agreement are to be directed to Us at the address or phone numbers listed below.

MOUNTAIN AMERICA FEDERAL CREDIT UNION
PO BOX 9001
WEST JORDAN UT 84084-9001
Phone: 801-325-6228 or Toll Free: 800-748-4302
E-mail: macumail@macu.com

Disclaimer of Warranty and Limitation of Liability-

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the A2A Services provided to You under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, You agree that Our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any Services or products provided under this Agreement or by reason of Your use of or access to A2A Services.

The Credit Union shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its negligence in performing those Services. The Credit Union shall not be responsible for the Member's acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or

communications facility, and no such person shall be deemed the Credit Union's agent. The Member agrees to indemnify the Credit Union against any claims, damages, loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the Member, or any other person described in this paragraph.

In no event shall the Credit Union be liable for any consequential, special, punitive or indirect loss or damage which the Member may incur or suffer in connection with this Agreement, including without limitation, loss of damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omissions pursuant to this Agreement.

Without limiting the generality of the forgoing provisions, or the provisions of this Agreement, the Credit Union shall be excused from failing to act or from delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

Notwithstanding any other provision set forth herein to the contrary, in the event of default under the terms of this Agreement by the Member, the Credit Union shall have all rights and remedies available at law or in equity.

Governing Law- This Agreement shall be construed in accordance with Utah law and the laws of the United States of America. We and You agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this Agreement, will exclusively be in the state or federal courts located in Salt Lake County Utah.

Severability- If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

Headings- Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.

MOUNTAIN AMERICA FEDERAL CREDIT UNION REMOTE DEPOSIT CAPTURE SERVICES AGREEMENT

MOUNTAIN AMERICA FEDERAL CREDIT UNION ("Credit Union"), a federal credit union and the "Member", defined below, hereby enter into, as of the date the Credit Union grants access to the Services (the "**Effective Date**"), this Remote Deposit Capture Services Agreement ("**Agreement**") consisting General Terms and Conditions, Exhibits, and any amendments attached hereto or hereafter by mutual consent of the parties, and incorporated by this reference.

General Terms and Conditions

Agreement- This Agreement establishes the rules that govern the processing of deposited Checks through Member's Account(s) at the Credit Union using Remote Deposit Capture Services. From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated on any notice sent to You, the Member. Examples of such notices might include, but are not limited to, newsletters, disclosures, new term acceptance, etc.

By using the Remote Deposit Capture Services, You accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of Membership Agreement and the Truth-In-Savings Schedule for Member's deposit Accounts and each of Member's loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

Rules, Laws and Regulations- You agree to abide by and comply with all local, state, and federal rules, laws and regulations, including but not limited to, Regulation CC - "Expedited Funds Availability Act", its Subparts B, C and D

(Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act), Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

Definitions- In addition to all the other terms defined herein, the following terms shall have the following meanings:

- a) "We", "Our", "Us", and "Credit Union" shall mean Mountain America Federal Credit Union, its employees, directors, officers, representatives, and agents.
- b) "You", "Your", and "Member" shall mean the Account holder authorized by Credit Union to use the Services and any User authorized to exercise control over funds deposited in Member's Account through the Remote Deposit Capture program.
- c) "Account" or "Accounts" shall mean the individual share(s) deposited with Credit Union through the Remote Deposit Capture Services.
- d) "Authorized User" or "User" shall have the meaning defined in the Membership Agreement, and who is granted access to perform functions in connection with the Remote Deposit Capture Services.
- e) "Check" or "Checks" shall mean negotiable demand draft(s) drawn or payable through an office of a United States based financial institution, as well as demand draft(s) drawn on a Federal Reserve Bank or a Federal Home Loan Bank or on the Treasury of the United States. Check(s) include original check(s) and substitute check(s). Check(s) do not include noncash items payable in a medium other than United States dollars. A draft may be a Check even though it is described on its face by another term, such as 'money order.'
- f) "Image Item(s)" or "Item(s)" means digitized image(s) of Check(s) that are created by You and transmitted to the Credit Union using the Services.
- g) "Services" means any of the Remote Deposit Capture functions offered and/or used by You in connection with this Agreement.
- h) "System" means the hardware and program that is maintained by the Credit Union, or other third parties, that You connect to through the internet in order to access the Services.

Services and Funds Availability- Once approved for the Remote Deposit Capture program, You may use the Services to deposit Checks into your Account(s) with the Credit Union, subject to the terms of this Agreement. Checks deposited through the Services will be converted to Image Items for processing. The Services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Membership Agreement and Truth-In-Savings schedule, which govern the use of Your Account.

Credit and Audit Review- You are subject to satisfactory account and audit review by Us from time to time, at Our sole option and discretion, and in accordance with Our established approval and auditing criteria. You shall, promptly, upon Our request, provide to Us any such related information and assistance as We may require to perform any such review. Your failure to promptly meet such standards or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Us, in Our sole and absolute discretion, to immediately restrict the Service or terminate this Agreement and the Services without prior notice.

Access- To use Remote Deposit Capture Services, You must have a device compatible with Our System, access to telecommunication services necessary for the Remote Deposit Capture Services. Application upgrades may be required from time-to-time for continued use of the Services.

Equipment or System Failure- In the event of an equipment or System failure, You agree that, in order to deposit your Checks, You must deliver them directly to a Credit Union branch office for processing. If the Checks were scanned prior to the System failure, You must obtain Our approval before delivering the Checks to a branch office for processing.

Hours of Access- Services are available 24 hours per day, 7 days per week, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. We agree to post notice of any extended periods of non-availability on the Credit Union website.

Transmission Deadlines- Transmissions originate from the Credit Union offices in West Jordan Utah.

Image Item deposits initiated through the System before 3:00 p.m. Mountain Time on a business day are posted to Member's Account the same day. Deposits completed after 3:00 p.m. Mountain Time or on a non-business day may be posted the next business day.

In the event that We receive an Image Item from You on a day that is not a business day or at a time which is after the applicable processing cutoff hour for a business day, the Image Item is deemed to have been received by Us at the opening of the next business day. "Business day" shall mean Monday through Friday, except observed Federal and Utah holidays. The Credit Union, at its transmission office in West Jordan Utah, will be closed on non-business days. In addition, You are responsible for making adjustment to the transmission schedule required by time changes associated with Daylight Saving Time.

Authorized Users-The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the services using valid Member and User login IDs and passwords, including such persons who may not be signers on Member's Account. Except as otherwise provided by law, You will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. You agree to provide each Authorized User a copy of these terms in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on Your Account at Our discretion. We may deny Your access to the Services without prior notice if We are unable to confirm any person's authority to access the Services or if We believe such action is necessary for security reasons.

Security- You understand the importance of Your role in preventing misuse of Your Accounts associated with the Remote Deposit Capture program, and You agree to promptly examine Your Account statement and notify Us of any errors in accordance with the Membership Agreement. You agree to protect the confidentiality of Your Accounts, Account number, and passwords. Your password is intended to provide security against unauthorized entry and access to Your Accounts. Data transmitted via the Services is encrypted in an effort to provide transmission security. Remote Deposit Capture utilizes identification technology to verify that the sender and receiver, of transmissions related to the Services can be appropriately identified by each other. Notwithstanding Our efforts to ensure the Services are secure, You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Remote Deposit Capture, or e-mail transmitted to and from Us will not be monitored or read by others. You agree to notify Us immediately if You believe any passwords have been lost, stolen, used without Your permission, or otherwise compromised. Call Us immediately at Our Service Center at the number in the Contact Information section of this Agreement.

Use of Services- As a condition to using the Services, You agree that You are solely responsible for the use of the Services and that You will use the Services in accordance with this Agreement. You agree not to attempt to circumvent the security features of the Services or the System or make any improper or unauthorized transfer of funds from Accounts via the Services or the System. You agree that You are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the System and the Services as well as accessing or using the System or the Services in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the Services or the System by You or Your authorized Users.

You are prohibited from using the Services for any business or activity that:

- Would result in You being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
- Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
- Directly or indirectly related to the use of the Services that is illegal or fraudulent.

Fees and Charges- You are responsible for fees and charges including, but not limited to, telephone, communication, Internet data service fees, secure storage, Check destruction, and equipment maintenance You incur in connection with Your use of the Services.

Deposit of Original Checks- You agree that no Check deposited to the Credit Union shall cause funds to be debited more than once from the account of the maker. You agree that the original Check, a duplicate Check image, or any copy of the original Check or Check image will not be deposited by You with the Credit Union (unless We instruct You to do so) or under any circumstances with any other financial institution.

Check Retention Period- You agree that You will preserve the originals of all Checks, processed through the Services pursuant to this Agreement for twenty (20) calendar days after the day of deposit (“**Retention Period**”). The risk of loss due to the unavailability of the original or copy of a Check for any reason, during the Retention Period, shall be exclusively on the Member.

Storage and Destruction of Original Checks- You will be fully responsible for the secured storage and destruction of the Checks. You agree to use commercially reasonable method(s) to destroy original Checks after the required Retention Period has expired. You agree to destroy and dispose of the original Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original Checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original Checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment). The risk of loss associated with the accidental inclusion of a physical Check in the Check collection process or with a lost, destroyed, stolen or misplaced Check shall be exclusively on the Member.

Member Representations and Warranties. You represent and warrant that all Checks scanned through the use of the Services are made payable to the Member, all signatures and endorsements on each Check are authentic and authorized, and each Check has not been altered.

Prohibited Checks- You agree that Checks scanned through the use of the Services will not be Third-Party Checks (Third-Party Checks arise when the payee endorses the Check by signing the back, then passes the Check to a subsequent holder, who endorses it prior to cashing it.) You further agree that no Checks scanned through the use of the Services may be drawn on other accounts of the Member, its parent company, any subsidiary, or other accounts of the owners or officers or their companies for the purposes of artificially inflating Your Account balance.

Endorsement of Checks- The Credit Union will require endorsement of Checks processed through the use of the Services. You agree to properly endorse each Check prior to scanning or submitting such Check with the Services.

Image Quality You are responsible for inspecting and verifying the quality of the images associated with Image Items, thus ensuring that the digitized images of the front and back of original Checks are legible for all posting and clearing purposes by the Credit Union. Specifically, You are representing and warranting to Credit Union that:

A. The Image Item is an accurate representation of all information on the front and back of the original Check at the time the original Check was converted to an Image Item, and the Image Item contains all endorsements from the original Check necessary to permit Credit Union to:

1. Acquire rights of a holder in due course in the collection process of Checks and other items;
2. Handle, process, maintain and destroy original Checks; and
3. Ensure that neither Credit Union nor any other financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for a Check or Image Item more than once in any form.

B. Each Image Item (or related electronic data file) contains a record of all MICR line (special characters printed on the bottom of a check) information required for a substitute check and otherwise satisfies all of the requirements of the American National Standards Institute (ANSI) X9.37 standards for image quality required by Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that Image Item;

Adjustments- We reserve the right to adjust Your deposit after You have submitted it for processing. Adjustments are to correct mistakes in the value of Image Items deposited, mistakes in encoding, or for missing or illegible Image Items.

NOTE: Your deposit of an Image Item is subject to the Our verification and final inspection process. We may at any time deposit an Image Item or return all or part of a deposit of multiple Image Items to You without prior notice. We are under no obligation to inspect or verify any Image Item to determine accuracy, legibility or quality of the Image Item or MICR line information associated with the Image Item, or for any other purpose. However, We may correct or amend information associated with an Image Item to facilitate processing of the Image Item or a substitute Check created from that Image Item.

We may process and collect an Image Item or a substitute Image Item through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with other financial institutions.

We may hold and use funds in any deposit Account of Yours following termination of this Agreement and the Services for such time as We reasonably determine to be necessary for us to be assured that no Image Item processed by Us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible, with such right being in addition to any other rights We may have with respect to Your Accounts. Without limitation, You recognize that under the Rules, the UCC, Regulation CC and the rules of any image exchange network, Our representations and warranties to others with regards to Image Items and substitute Checks may expose the Credit Union to claims for several years following processing of any particular Image Item or substitute Check.

Termination- We are permitted to terminate any or all of the Services immediately should You breach any part of this Agreement or of the Membership Agreement. We are also permitted to terminate any or all of the Services immediately if We are no longer able to provide such Services.

Confidentiality- You acknowledge that We will disclose information to third parties about Your Account or the Image Items You deposit:

- To enable Your access to the Services and the System,
- When it is necessary for completing deposits, and
- As required by law.

Credit Union Operational Responsibilities- In addition to other obligations included previously, We agree to deliver the following items to You, in addition to providing access to the Services and the System:

A. Provide maintenance and support for the Services and the System to ensure the accurate processing of Image Items, including but not limited to:

Corrections, contingent or alternate work methods and fixes to any known program bugs or errors;

Modifications, enhancements and updates in the event the Credit Union elects to make such items available to You; and

Telephone and e-mail support during Our normal business hours.

B. Accepting for deposit to the applicable Account digitized Image Items that are transmitted to Us by You. Digitized Image Items are deemed received upon confirmation by Credit Union of successful receipt of the transmission of the Image Items that are complete, and usable. If the digitized Image Items are not complete, are not useable, or do not adhere to data specifications, the Image Items may not be processed by Us, in which event Your deposit will be adjusted and notification will be provided to You.

C. Process digitized Image Items after We have received Your transmission of digitized Image Items.

D. If a payor financial institution returns an Image Item to Us for any reason, We may charge Your applicable Account for the returned Image Item, whether or not the return is timely and proper, and we may further either:

- A. Return the Image Item to You; or
- B. Re-present it to the payor financial institution before returning it to You.

Items may be returned as Image Items, rather than substitute Checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against Us or seeks a re-credit with respect to any Image Item processed, We may provisionally freeze or hold aside a like amount in the applicable Account pending investigation and resolution of the claim;

E. Immediately suspending the Services or the System or the processing of any Check or corresponding electronic Image Item if We have reason to believe that there has been a breach in the security of the Services or System, fraud involving Your Account(s) or Check(s), or any uncertainty as to the authorization or accuracy of electronic Image Items, including the right to process electronic Image Items on a collection basis at any time; and

F. Refusing to process any non-conforming Image Items, including without limitation any Items that do not meet the definition of a "Check" set forth herein.

Contact Information- Notifications required by this Agreement are to be directed to Us at the address or phone numbers listed below.

MOUNTAIN AMERICA FEDERAL CREDIT UNION
PO BOX 9001
WEST JORDAN UT 84084-9001
Phone: 801-325-6228 or Toll Free: 800-748-4302
E-mail: macumail@macu.com

Disclaimer of Warranty and Limitation of Liability- We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Remote Deposit Capture Services provided to You under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, You agree that Our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any Services or products provided under this Agreement or by reason of Your use of or access to Remote Deposit Capture Services; including, loss of profits, revenue, data or use by You or any third party, whether in an action in contract or tort or based on a warranty.

The Credit Union shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its negligence in performing those Services. The Credit Union shall not be responsible for the Member's acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, and no such person shall be deemed the Credit Union's agent. The Member agrees to indemnify the Credit Union against any claims, damages, loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the Member, or any other person described in this paragraph.

In no event shall the Credit Union be liable for any consequential, special, punitive or indirect loss or damage which the Member may incur or suffer in connection with this Agreement, including without limitation, loss of damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omissions pursuant to this Agreement.

Without limiting the generality of the forgoing provisions, or the provisions of this Agreement, the Credit Union shall be excused from failing to act or from delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

Notwithstanding any other provision set forth herein to the contrary, in the event of default under the terms of this Agreement by the Member, the Credit Union shall have all rights and remedies available at law or in equity.

Governing Law- This Agreement shall be construed in accordance with Utah law and the laws of the United States of America. We and You agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this Agreement, will exclusively be in the state or federal courts located in Salt Lake County Utah .

Severability- If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

Headings- Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.

Introduction

This agreement covers your rights and responsibilities concerning Bill Payment services offered by Mountain America Federal Credit Union (MAFCU). By utilizing these services you agree to the following terms and conditions. You may make bill payment Transactions subject to the limitations outlined in the disclosure. The Credit Union will not process any bill payment transfer if the required Transaction information is incomplete. The credit union may set other limits on the amount of any Transaction(s), and you will be notified of those limits.

Bill Pay Electronic Bill Payment Authorization

By utilizing the Bill Pay services, I authorize Mountain America Federal Credit Union (MAFCU) to post payment transactions generated through the Internet from the Bill Paying Service to the associated accounts.

Payment Scheduling

The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow sufficient lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge.

I understand that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check.

I also understand that I am responsible for any loss or penalty that I may incur due to a lack of sufficient funds (See your account fee schedule) or other conditions that may prevent the withdrawal of funds from my account. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may at our discretion. Should there not be sufficient funds in my account, I understand the Bill Pay Company may try up to three (3) times to debit my account which may result in an NSF Fee being charged to my account for each unsuccessful attempt.

Payment Methods

Mountain America Federal Credit Union (MAFCU) reserves the right to select the method in which to remit funds through the Bill Pay Service. These payment methods may include, but may not be limited to, an electronic payment or a payment generated by paper check.

Cancel, Change, and Stop Payment Requests

You may cancel, stop, or change a scheduled Online Bill Payment by following the directions found within Bill Payment Service. The Credit Union may not have reasonable opportunity to process a stop payment request if a payment has been processed through the service. The Credit Union will make every effort to accommodate your request; however the Credit Union will have no liability for failure to do so. If a payment has been already processed through the service and you wish to place a stop payment, you must contact the Credit Union's Service Center.

Prohibited Payments

Payments to payees outside of the United States are prohibited and may not be issued under any circumstances. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list. The Credit Union reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Exception Payments

I further understand that Due to legal requirements, the Bill Pay Service and Mountain America Federal Credit Union limit the ability to make certain types of payments. The following payments are discouraged, but may be scheduled at your own risk:

- Tax payments to the Internal Revenue Service or any state or other government agency;
- Court-ordered payments, such as alimony or child support;
- Payments to insurance companies.

We will not notify you if you attempt to make any of these payments and we will not be liable if we do not make a prohibited or discouraged payment that you've scheduled.

Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. If you elect to utilize these services, you agree to the following:

- Any changes or disputes to your account information with billers that you utilize through this service will need to be made by contacting the biller directly.
- Upon activation of your bill presentment service, MAFCU will notify the Biller of your request for electronic billing. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. In the event you do not receive your electronic bill, it is your responsibility to contact the Biller to ensure timely payments of all bills.
- By utilizing the electronic bill pay service you authorize us to obtain bill data on your behalf. We may request you provide your user name and password for that Biller. By providing with us with such information you authorize us to use the information to obtain bill data.
- Each Biller reserves the right to cancel your electronic bill at any time. You may cancel your electronic bill presentment at any time. The Credit Union will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery.

Your Liability for Unauthorized Transfers

You understand and agree that periodic statements are made available to you on the date mailed by us or our agent or otherwise made available to you. You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each Transaction is authorized and accurate. We will have no responsibility or liability whatsoever for unauthorized or inaccurate Transactions or item if you do not notify us in writing within sixty (60) days of the mailing date or otherwise made available of the earliest periodic statement containing information about or indicating unauthorized or inaccurate Transaction.

Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 1-800-748-4302 Mon-Fri 8am-8pm MT
2. Write us at:
Mountain America Federal Credit Union
P. O. Box 9001
West Jordan, Utah 84084-9001

Minor Account Usage

The Credit Union offers this service to individuals less than 18 years of age with the consent of a parent or legal guardian. To activate this service for minor the parent or legal guardian must consent by signing the required authorization form, which can be obtained at a branch location or through the Credit Union's Service Center.

Disclosure of Account Information to Third Parties

I authorize MAFCU to disclose information about my Account to third parties (including Payees) in order to complete transactions using the Bill-Payer and for any other purpose indicated in the Bill-Payer Agreement. I authorize my Payees to disclose to MAFCU and its agent's information regarding my account(s) with such Payees in order to complete transactions using the Bill-Payer, including resolving questions regarding such transactions.

Service Fees and Additional Charges

I authorize MAFCU to deduct from the Account designated in my application any service fees related to the Bill Pay Service as disclosed to me by MAFCU from time to time.

Alterations and Amendments

I agree that the Bill Pay Agreement, as amended from time to time according to its terms, will govern all transactions involving Bill Pay Services, and that my use of the Bill Pay Service will confirm that I have received and reviewed the Bill Pay Agreement and will be bound by its terms and conditions. In the event of modification of this agreement, the Credit Union shall provide notice to you.

Service Termination, Cancellation, or Suspension

If at any time I decide to discontinue service, I will provide written notification to MAFCU. I acknowledge that in the event that a payment has not been processed on my account for six (6) months or more, my account will be closed and all information will be deleted from the system and cannot be reinstated. I further acknowledge that if I at any time close my checking account, my bill pay account will be closed and all information deleted from the system and cannot be reinstated. I understand that I can open a new bill pay account by filling out the application and accepting the terms and conditions herein. The Credit Union is not responsible for any bill pay account information that is lost due to account inactivity.

Returned Payments

There are circumstances when a payment may be returned to the Credit Union. These circumstances may include, but are not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Credit Union will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account.

Other General Terms

My use of the Bill Paying Service signifies that I have read and accepted all the terms and conditions of the Bill Paying Service.

MOUNTAIN AMERICA FEDERAL CREDIT UNION PERSON TO PERSON (P2P) TRANSFER GENERAL TERMS AND CONDITIONS

Agreement- This Agreement establishes the rules that govern the processing of electronically transferred funds from your personal checking or savings account or line of credit at Mountain America Federal Credit Union to an enrolled PayPal customer.

From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated on any notice sent to You, the Member. Examples of such notices might include, but are not limited to, newsletters, disclosures, etc.

By utilizing this service, You accept all the terms and conditions of this Agreement and: 1.) you acknowledge that funds that you send from your account are being directly transferred to PayPal, and not an individual's account; 2.) You authorize Mountain America Federal Credit Union to initiate these transactions, or to correct any errors that Mountain America Federal Credit Union identified through P2P transfers. Please read this agreement carefully.

The terms and conditions of Member's Membership Agreement and the Truth-In-Savings Schedule for Member's deposit Accounts and each of Member's loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

Rules, Laws and Regulations- You agree to abide by and comply with all local, state, and federal rules, laws and regulations, including but not limited to, Regulation CC - "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act), Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

Definitions- In addition to all the other terms defined herein, the following terms shall have the following meanings:

- a) "We", "Our", "Us", and "Credit Union" shall mean Mountain America Federal Credit Union, its employees, directors, officers, representatives, and agents.
- b) "You", "Your", and "Member" shall mean the Account holder authorized by Credit Union to use the Send Money P2P Services, and any User authorized to exercise control over funds deposited in Member's Account through the P2P program.
- c) "Account" or "Accounts" shall mean the individual checking, savings share(s) deposited, or lines of credit with Credit Union through the P2P program.
- d) "Services" means any of the P2P functions offered and/or used by You in connection with this Agreement, including optional and future services added by an addendum.
- e) "System" means the program that is maintained by the Credit Union to access the services.

Services and Access- The Send Money option is available on the online banking platform. This service requires the sender to input the recipient's email address or mobile phone number. The recipient will receive a message notifying them that funds have been sent to them. The recipient will then log on to PayPal (or sign up for a new PayPal account) to receive the funds.

Mountain America Federal Credit Union reserves the right to restrict this service by parameter or criteria.

Prohibited Payments- Transfers to payees outside of the United States are prohibited and may not be issued under any circumstances. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list. The Credit Union reserves the right to refuse any transfer to whom you may direct. The Service will notify you promptly if it decides to refuse to perform a transfer designated by you. This notification is not required if you attempt to make a prohibited transfer or an exception transfer under this Agreement.

Settlement of Transfers- The Credit Union reserves the right to hold outgoing funds for one business day. The funds will then be settled and sent to PayPal, who will hold the funds until appropriately collected.

Termination of Service- Mountain America Federal Credit Union reserves the right to terminate any access to this service based upon and including, without limitation, fraud, misuse, kiting, ACH transaction returns, or any other unauthorized access to this Service.

Transfer limits- For your security, Mountain America Federal Credit Union has established limits on the amount of funds and transactions that can be transferred during certain periods of time.

Changes to fees or Other Terms- Mountain America Federal Credit Union reserves the right to change the fees or other terms of this agreement at any time. Currently there is no fee charged by the Credit Union for enrolling in this service. However, fees may be charged by PayPal.

Hours of Access- Services are generally available 24 hours per day, 7 days per week, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. We agree to post notice of any extended periods of non-availability on the Account to account transfer and/or Credit Union website.

Transmission Deadlines- Transmissions originate from the Credit Union offices in West Jordan Utah.

Item withdrawals initiated through the System before 2:30 p.m. Mountain Time on a business day are posted to Member's Account the same day. Deposits completed after 2:30 p.m. Mountain Time or on a non-business day will be posted on the next business day. Transfers must be cancelled/edited before 2:30 p.m. Mountain Time.

In the event that We receive a P2P Item from You on a day that is not a business day or at a time which is after the applicable processing cutoff hour for a business day, the Transfer Item is deemed to have been received by Us at the opening of the next business day. "Business day" shall mean Monday through Friday, except observed Federal and Utah holidays. The Federal Reserve and/or the Credit Union, at its transmission office in West Jordan Utah, will be closed on non-business days. In addition, You are responsible for understanding and building into Your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

Authorized Users- The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the services using valid Member and User login IDs and passwords, including such persons who may not be signers on Member's Account. Except as otherwise provided by law, You will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. You agree to provide each Authorized User a copy of these terms in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on Your Account at Our discretion. We may deny Your access to the Services without prior notice if We are unable to confirm any person's authority to access the Services or if We believe such action is necessary for security reasons.

Security- You understand the importance of Your role in preventing misuse of Your Accounts associated with the P2P Transfer program, and You agree to promptly examine Your paper or electronic statement for each of Your Credit Union Accounts as soon as You receive it and notify Us of any errors in accordance with Your Account Membership Agreement. You agree to protect the confidentiality of Your Accounts and Account number and passwords. Data transmitted via the Services is encrypted in an effort to provide transmission security. Notwithstanding Our efforts to ensure the Services are secure, You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing P2P transfer, or e-mail transmitted to and from Us will not be monitored or read by others. You agree to notify Us immediately if You believe any passwords have been lost, stolen, used without Your permission, or otherwise compromised. Call Us immediately at Our Service Center at the number in the Contact Information section of this Agreement.

Use of Services- As a condition to using the Services, You agree that You are solely responsible for the use of the Services and that You will use the Services in accordance with this Agreement. You agree it is your responsibility to ensure you enter valid and correct information. Transfers sent to invalid or incorrect mobile phone numbers or email addresses may be not recoverable and the Credit Unions is not responsible for returning funds due to an unrecoverable Transfer error. To attempt to circumvent the security features of the Services or the System or make any improper or unauthorized transfer of funds from Accounts via the Services or the System. You agree that You are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the System and the Services as well as accessing or using the System or the Services in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the Services or the System by You or Your authorized Users.

You are prohibited from using the Services for any activity that:

- Would result in You being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;

- Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
- Directly or indirectly related to the use of the Services that is illegal or fraudulent.

Termination- We are permitted to terminate any or all of the Services immediately should You breach any part of this Agreement or of the Membership Agreement. We are also permitted to terminate any or all of the Services immediately if We are no longer able to provide such Services.

Confidentiality- You acknowledge that We will disclose information to third parties about Your Account:

- To enable Your access to the Services and the System,
- When it is necessary for completing deposits, and
- As required by law.

Contact Information- Notifications required by this Agreement are to be directed to Us at the address or phone numbers listed below.

MOUNTAIN AMERICA FEDERAL CREDIT UNION
 PO BOX 9001
 WEST JORDAN UT 84084-9001
 Phone: 801-325-6228 or Toll Free: 800-748-4302
 E-mail: macumail@macu.com

Disclaimer of Warranty and Limitation of Liability-

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the P2P Send Money Services provided to You under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, You agree that Our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any Services or products provided under this Agreement or by reason of Your use of or access to P2P Send Money Services.

The Credit Union shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its negligence in performing those Services. The Credit Union shall not be responsible for the Member's acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, and no such person shall be deemed the Credit Union's agent. The Member agrees to indemnify the Credit Union against any claims, damages, loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the Member, or any other person described in this paragraph.

In no event shall the Credit Union be liable for any consequential, special, punitive or indirect loss or damage which the Member may incur or suffer in connection with this Agreement, including without limitation, loss of damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omissions pursuant to this Agreement.

Without limiting the generality of the forgoing provisions, or the provisions of this Agreement, the Credit Union shall be excused from failing to act or from delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

Notwithstanding any other provision set forth herein to the contrary, in the event of default under the terms of this Agreement by the Member, the Credit Union shall have all rights and remedies available at law or in equity.

Governing Law- This Agreement shall be construed in accordance with Utah law and the laws of the United States of America. We and You agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this Agreement, will exclusively be in the state or federal courts located in Salt Lake County Utah.

Severability- If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

Headings- Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.

MY MONEY MANAGER PRIVACY POLICY

Privacy Policy Effective Date: This Privacy Policy is effective as of November 22, 2013.

This Privacy Policy (this "Policy") applies to the website from which you access My Money Manager services (the "Site"), and/or any of its affiliated web applications (the "Service" and together with the Site (the "Services")). My Money Manager, Inc. ("My Money Manager", "our", "we" or "us") provides this Policy as a means of making you aware of what data is collected, stored, and used when you visit and/or utilize the Services. Please be aware that your bank and/or its other service providers may have different privacy policies for data collected, stored or utilized outside of the Services.

This Policy alone governs the data collected, stored and used when you utilize our Services and shall supersede and replace all previous versions thereof. We may need to change the Policy from time to time in order to address new issues and reflect changes within the Services or in the law. We reserve the right to revise or make any changes to the Policy and your continual use of the Services subsequent to any changes to this Policy will mean that you accept such changes. We will post all changes to the Policy here so that you will always know what information we gather, how we might use that information, and when we will disclose that information to third parties, if at all. You can tell that the Policy has been updated by checking the Privacy Policy Effective Date posted on the top of this page.

We may also inform you of any changes to this Policy by a prominent notice within the Services or by email. In addition, and at our discretion, in the event of an update or material change, you may be required to agree to the new Privacy Policy as a condition precedent to your continued use of the Services.

YOUR USE OF THE SERVICES, AND CONTINUED USE OF THE SERVICES FOLLOWING ANY CHANGES TO THIS POLICY, SIGNIFIES YOUR CONSENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING YOUR CONSENT TO THE USE OF DATA ONLY AS OUTLINED HEREIN. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT USE THE SERVICES.

Please direct your queries pertaining to the Services or this Policy to us at: support@My Money Manager.com

Collection of Your Personal Information:

We collect information for the purpose of providing our users with valuable products and services and use the information collected to improve these products and services. For purposes of this Policy, "Personally Identifiable Information" means information that identifies you individually, such as your name, address, phone and fax numbers or email address. When you register to use the Services, you will be asked for basic registration information, such as your name, email, phone number, age, gender and zip code. We may request additional personal information from time to time in order to provide you with other benefits of the Services. In all such instances, you will be given the option to decline to provide that information.

Personally Identifiable Information relevant to your account is only displayed to you. The layout and information provided and or requested within this area of the Services may change as there are upgrades or modifications to the Services. You are responsible for providing current, accurate, and complete information. In the case that information becomes outdated or an error is identified, it is your responsibility to notify My Money Manager of all pertinent changes.

All transaction details are recorded by My Money Manager. This information is used to provide financial information, assistance, and functionality within the Services. These details, other than in aggregate non-personally identifiable form, are not shared with any third parties.

For security and analytic purposes, we store information based on your interactions through the Services. The Services automatically logs many of the details regarding all visits and requests to our web servers. This can include the browser type, cookie information, page requested by a visitor, and the visitor's IP address. None of this information is personally identifiable. This information is used to help improve the Services, analyze trends, and administer the Services. We aggregate such tracking data so that no such data is tied to you in any personally-identifiable manner, however, due to the nature of the Internet, this is not always absolute and in some instances tracking data may be traceable back to you.

Analytics are collected on the Services in order to allow us to count the number of hits we receive to our Services as well as to further explore statistically the actions of our users, such as what pages have the highest traffic so as to better improve our product offerings. These tracking technologies gather information on an aggregate level and are not tied to users' Personally Identifiable Information.

Use of Your Personally Identifiable Information:

My Money Manager is committed to the security of user information; as such we implement privacy and security standards to guard against identity theft and unauthorized access to your information. We regularly monitor and re-evaluate our privacy and security policies and adapt them as necessary to deal with new conditions. The sharing of Personally Identifiable Information is strictly controlled and we feel it important that you understand how information within the Services is shared, if at all. Subject to the *Business Transfers* Section below, My Money Manager does not and will not sell your Personally Identifiable Information.

We use and disclose your Personally Identifiable Information only as follows:

- when you expressly give us permission;
- with your financial institution from which you signed up for the Services, where applicable;
- to analyze and improve the Services;
- to deliver to you any administrative notices and communications relevant to your account and/ or your use of the Services;
- in a restricted manner to parties who perform services for us and are bound by these same privacy restrictions;
- when required by law, or as necessary to comply with any applicable law, regulation, legal process, governmental request or court order;
- to enforce our Terms and or this Policy, including investigation of potential violations thereof;
- to detect, prevent, or otherwise address fraud, security or technical issues;
- to protect against harm to the rights, property or safety of My Money Manager, its users or the public as required or permitted by law;
- to respond to an emergency; and
- as otherwise may be set forth in this Policy.

Where necessary, we may be legally obliged to disclose information as it pertains to any actions of a criminal or fraudulent nature. We reserve the right to disclose information to government agencies where necessary in complying with a formal request such as in a civil suit, subpoena, court order or judicial proceeding. In addition, the violation of our Terms or the committing of a crime may necessitate the disclosure of the violator's Personally Identifiable Information.

My Money Manager may compile information that is not personally identifiable to a user such that it does not (i) contain any Personally Identifiable Information, or (ii) reveal your specific identity or relate directly to you, such as aggregated data compiled from a larger dataset, de-identified or demographic statistical data. Such data may be used by us and our third-party providers to conduct certain analytical research, marketing, performance tracking and benchmarking. We may publish summary or aggregate results relating to metrics comprised of such data and distribute or license such anonymous, aggregated data for various purposes, such as to help improve products and services and to assist in troubleshooting and technical support.

Security:

We use industry accepted standards, protocols and precautions to protect your Personally Identifiable Information from loss, misuse, unauthorized access or disclosure, alteration or destruction. We maintain physical, electronic and procedural safeguards for your Personally Identifiable Information, including using firewall barriers, encryption techniques, authentication procedures, SSL (secure socket layer) encryption, and physical safeguards. You should

recognize, however, that there is no such thing as “perfect security” on the Internet; no method is 100% effective at all times and we make no such guarantees. In addition, because Internet communication may be unsecure, it is also possible that the information you supply to us or your access of any information via the Services may be intercepted during transmission. WE CANNOT BE LIABLE FOR BREACH OF OUR SYSTEMS OR INTERCEPTION OF OUR TRANSMISSION AND, FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PROVIDED UNDER LAW, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR USE OF THE SERVICES.

You are responsible for maintaining the security and confidentiality of your password together with your login ID/email address that allows you access to the Services. We recommend creating an alpha-numeric password at least 6 characters long combining both upper and lower case letters. Never write this password down and do not share it with others. If you access the Services via partner integration, you may not have a human readable password assigned to you. This authentication process is implemented by our partners and is required to comply with all My Money Manager security standards.

Cookies:

When you use the Services, we want the experience to be as rewarding as possible. As with most online businesses, My Money Manager logs information about user access to and the use of the Services. When you utilize the Services, we may collect technical and navigational information, such as computer browser type, Internet protocol address, pages visited, and average time spent using the Services. My Money Manager may use this information, for example, to alert you to software compatibility issues, or it may be analyzed to improve the Services.

We employ the use of cookies on the Services to keep track of user preferences as well as to monitor traffic and usage. “Cookies” are alphanumeric identifiers in the form of text files that are inserted and stored by your Web browser on your computer’s hard drive to recognize the user. A cookie also assists in keeping you logged into your My Money Manager account. My Money Manager may also employ the use of pixel tags from time to time to help better understand Site traffic and improve user preferences for a better user experience. (Pixel Tags refer to clear gifs, and web beacons which are 1x1 images set on web pages to track page traffic.) Most Internet browsers will allow you to stop cookies from being stored on your computer and to delete cookies stored on your computer. Please note, however, that if you choose to restrict the use of cookies, the full functionality of the Services may be impaired.

From time to time we may also employ the services of third-party agents to help us analyze certain online activities and to gather and track aggregate statistical information on the Services on our behalf. The third parties may employ cookies and web beacons to this end. While we do not have control over these cookies, and the use of third-party cookies is not governed by this Policy, this aggregated information is not tied to users’ Personally Identifiable Information and the only intended use is to improve the Services and troubleshoot inconsistencies.

Location Data:

My Money Manager offers location-enabled services, such as MoneyMobile. If you use those services, My Money Manager may receive information about your actual location (such as GPS signals sent by a mobile device or information that can be used to approximate a location (such as a cell ID)).

Email Services:

For your convenience, we may offer the option of using email notifications, news updates and account information via email. All mailings include an opt-out option. An email may be automatically sent to the user following account registration. You may opt out of receiving these emails within the “Settings” menu in the Services.

Advertisers and Third Parties:

This Policy only applies to the Services. While the Services may link to other websites, My Money Manager does not exercise control over the websites maintained by any third parties even if related to the Services or the cookies included in advertisements served on the Services. If you choose to use these other websites, use third-party products or services, disclose information to third-party providers or grant them permission to collect information about you, then their use of your information is governed by their privacy policies. To clarify, My Money Manager does not accept responsibility for the services, actions and policies of third-party websites you access, either with regard to the Personally Identifiable Information you provide to them, or which you authorize My Money Manager to give to them, or which they obtain through your use of their websites. You should be careful to review any privacy policies posted on third-party websites before signing up with or using them.

We may use third-party service providers to help us conduct or analyze certain activities within the Services, including auditing the security of our systems. As an example, we may use a third party to help us analyze a user's use of the Services in order to improve the user's experience and the Services. We provide these agents limited access to Personally Identifiable Information only as necessary for them to perform the services. We do not authorize these agents to use this information for any purpose other than to assist us in their contracted role. In addition, we may disclose Personally Identifiable Information to certain third parties if you have requested or authorized the disclosure of such Personally Identifiable Information.

Business Transfers:

If we purchase or sell assets, we may need to transfer certain user accounts and their corresponding information. The sale or closure of My Money Manager as a business entity could also necessitate the transfer of user information to another party. We may also need to transfer or assign Personally Identifiable Information pursuant to a merger, consolidation or other transaction relating to My Money Manager or our assets. We may also choose to transfer all of your data stored with us, including your Personally Identifiable Information and any other personally identifiable data, to a third party which may be operating, hosting or managing the Services. Should any of the foregoing events occur, you hereby agree and provide your consent to (i) the complete transfer of all of your Personally Identifiable Information and other data stored on your behalf to a third party; and (ii) the assignment (or novation) of all obligations of My Money Manager under this Policy to a third party.

Profiles:

When users elect to provide testimonials on or for the Services, we post their first name, last initial and location with their testimonial. We obtain authorization prior to posting this information on the Services. My Money Manager is not responsible for the Personally Identifiable Information a user elects to disclose within their testimonial. Additionally, within the Services and on our blog pages, if applicable, we may provide users the capacity to share their feedback through comments and collect email information prior to posting their comments; we do not publicly disclose their email addresses. When you provide a comment on any blog page, any Personally Identifiable Information you include within the comment can be viewed by other users of this forum, and used to send you unsolicited messages. We encourage users to employ discretion when posting information in public spaces. My Money Manager is not responsible for the information a user elects to post in such a forum.

Note to International Users:

By using the Services, you agree and acknowledge that the Services are hosted in the United States. If you are attempting to access the Services from a physical location within the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Services, which is governed by U.S. law and this Policy, you are transferring your Personally Identifiable Information to the United States and you consent to such transfer and the terms and conditions of this Policy, including the application of the laws of the United States and/or the State of Utah, as further set forth below.

Choice of Law and Forum for Disputes:

You agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern this Policy. To the extent that this Policy conflicts with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. You agree that any claim or dispute of any sort that might arise between you and My Money Manager, its officers, directors, employees, agents or affiliates related to this Policy must be brought in Salt Lake County or Utah County, Utah, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue.

Contact Information:

My Money Manager, Inc.
251 River Park Dr. Suite 200
Provo, UT 84604
support@My Money Manager.com

MY MONEY MANAGER TERMS AND CONDITIONS

You are accessing services provided directly or indirectly to you from My Money Manager, Inc. and being asked to agree to a legally binding agreement in accordance with the terms and conditions set forth below. Therefore, we encourage you to read this thoroughly and carefully.

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

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

Accepting the Terms:

BY CLICKING TO ACCEPT OR AGREE TO THE TERMS, WHERE THIS OPTION IS MADE AVAILABLE TO YOU BY MY MONEY MANAGER IN THE USER INTERFACE FOR ANY OF THE SERVICES, OR BY USING ANY PART OF THE SERVICES, YOU EXPRESSLY (a) ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS; (b) AGREE AND CONSENT TO THE TERMS; (c) REPRESENT AND WARRANT THAT YOU: (i) IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A BUSINESS ENTITY OR ANOTHER INDIVIDUAL, ARE AUTHORIZED TO BIND SUCH ENTITY OR SUCH INDIVIDUAL, AND (ii) AGREE TO BE BOUND BY THE TERMS, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY; AND (d) AGREE TO BE LIABLE FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT CLICK THE ACCEPTANCE BUTTON, IF APPLICABLE, AND DO NOT ACCESS OR USE THE SERVICES.

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

Services:

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

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

You are solely responsible for (a) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the Services (collectively, “Account Information”), (b) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Services (collectively, “Account Data”), (c) all electronic communications, including account registration and other account holder information, email and financial, accounting and other data entered using the Account Information (“Communications”), and (d) without limiting the foregoing, any and all

activities that occur under your account. My Money Manager shall assume that any Communications received through use of the Account Information were sent or authorized by you. You agree to immediately notify My Money Manager if you become aware of any loss, theft or unauthorized use of any Account Information. We reserve the right to deny you access to the Services (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Account Information has occurred. You must inform My Money Manager of, and hereby grant to My Money Manager and its affiliates, third-party providers, partners, licensors, employees, distributors and agents permission to use the Account Information to enable My Money Manager to provide the Services to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services My Money Manager may provide to you in the future.

My Money Manager may use, modify, display, distribute and create new materials using the Account Information, Account Data and/or your Communications to provide the Services to you. By submitting Account Information, Account Data and Communications, you agree that My Money Manager may use your Account Information, Account Data and Communications for the purposes set out herein, without any particular time limit and without the payment of any fees.

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

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

Provider Services:

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

You acknowledge and agree when you access data and information through the Services, third party provider account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your user account(s) with such provider(s) such as bank and other account balances, credit card charges, debits and deposits as may be applicable (collectively, "Provider Account Data"), may be collected and stored in the Services. You expressly authorize My Money Manager and our third party providers, in conjunction with the operation and hosting of the Services, to use certain Provider Account Data to (i) collect Provider Account Data, (ii) reformat and manipulate such Provider Account Data, (iii) create and provide hypertext links to provider(s), (iv) access the providers' websites using Provider Account Data, (v) update and maintain account information, (vi) address errors or service interruptions, (vii) enhance the type of data and services we can provide in the future, and (viii) take such other actions as are reasonably necessary to perform the actions described in (i) through (vii) above. In accessing and using the Services you represent that you are the legal owner of the Provider Account Data and that you have the authority to appoint, and do expressly appoint, My Money Manager or our third party providers as your agent with limited power of attorney to access and retrieve Provider Account Data on your behalf. You further acknowledge that My Money Manager does not (nor do our third party providers), review Provider Account Data and you agree that we are not responsible for its completeness or accuracy. Any transactions or informational activities performed at any provider's website are not made through the Services and My Money Manager assumes no responsibility for such transactions or activities. You acknowledge that you are solely responsible for any charges associated with provider(s). YOU ACKNOWLEDGE AND AGREE THAT WHEN MY MONEY MANAGER OR ITS THIRD PARTY PROVIDERS ACCESS AND RETRIEVE

INFORMATION FROM USERS' PROVIDERS, MY MONEY MANAGER AND ITS THIRD PARTY PROVIDERS ARE ACTING AS USERS' AGENT, AND NOT THE AGENT OR ON BEHALF OF PROVIDERS.

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

Limitations:

Your right to use the Services is personal to you and is not transferable by you to any other person or entity. You may not, without our express prior written consent: (a) copy, reproduce, distribute or create derivative works of any portion of the Services; (b) reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code utilized in the Services or any third-party applications incorporated into the Services, including Java applets associated with the Services; (c) sell, rent, sublicense, lease, lend or allow time-share access or use to third parties of any portion of the Services; (d) distribute or provide copies of any portion of the Services to third parties; (e) resell the use of the Services; (f) use the Services to provide services to any third parties, including business process outsourcing, service bureau applications or training of third parties; or (g) use the Services as a platform for designing and creating a competing product or service, including one for only your internal use. In the event that we have reason to believe you, or any third parties on your behalf, have developed, or are in the process of developing, a software system similar to the Services or are otherwise in violation of these Terms, you agree to promptly provide us information to assist us with any applicable investigation, including allowing us to audit your use of the Services. In the event we determine you have developed a software system similar to the Services, you hereby grant us authority to secure injunctive relief from your continued development and/or sale of such competing product or services. All rights not expressly granted to you in this Agreement are reserved to My Money Manager.

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

Posting Information:

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

- You are responsible for all content you submit on the Services.
- By submitting content to the Services, you represent that you have all necessary rights and hereby grant My Money Manager a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license

to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Services.

- You may not post or transmit any message that is libelous, defamatory, violates any Law or which discloses private or personal matters concerning any third party.
- You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, gives rise to civil liability or violates any Law; or that is otherwise inappropriate.
- You may not copy or use personal identifying information or business contact information about others without their permission.
- You may not post or transmit any message, data, image or program that would violate the rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.

Required Equipment:

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

Disclaimer:

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

Proprietary Rights:

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

User Risks:

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

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

- The quality of the Services or any Materials (including the results to be obtained from use of them); or
- Any loss resulting from, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the Services or the Materials.

Modifications:

My Money Manager reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to you. Such modifications may include establishing or changing limits concerning use of the Services, temporarily or permanently, including (i) any features, licensing terms, or other characteristics of any version of the Services that it releases, (ii) the amount of storage space you have on the Services at any time, and (iii) the number of times (and the maximum duration for which) you may access the Services in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Account Information or to comply with any Laws. You may reject changes by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement with such changes. User access and use of the Services may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance or repair of the Site and/or the Services or other actions that My Money Manager, in its sole discretion, may elect to take. Maintenance upon the Services may be performed from time to time resulting in interrupted service, delays or errors in the Services. My Money Manager shall not be liable to you or any third party should we exercise our right to modify or discontinue the Services.

Cancellation:

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

My Money Manager may at any time terminate your access to the Services for any reason, including:

- You have breached any provision of these Terms (including the My Money Manager Privacy Policy, or have acted in a manner which shows you do not intend to, or are unable to, comply with the provisions of these Terms and/or the My Money Manager Privacy Policy);
- My Money Manager is required to do so by Law (for example, where the provision of the Services to you is, or becomes, unlawful);
- a partner with whom My Money Manager offered the Services to you has terminated its relationship with My Money Manager or ceased to offer the Services to you;
- My Money Manager is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services; or
- the provision of the Services brought to you by My Money Manager is, in My Money Manager's sole opinion, no longer commercially viable.

Export Restrictions:

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

Use by the U.S. Government:

The Services provided under these Terms are a commercial item, as defined in FAR 2.101; specifically, one or more commercial computer software programs developed exclusively at private expense, used for nongovernmental purposes, and licensed to the public. Any use by the U.S. Government of the Services shall be in accordance with this Agreement, as stated in FAR 12.212. If the U.S. government is deemed to have use rights under FAR 52.227 or

DFARS 227, all use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19, and all use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of this Agreement, as stated in DFARS 227.7202. The manufacturer of the Services is My Money Manager, Inc., whose corporate headquarters is located at 251 River Park Dr. Suite 200, Provo, UT 84604 and whose telephone is (801) 669-5500.

Feedback:

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

Communication:

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

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

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

Endorsements:

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

Disclaimers of Warranties:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES OR THE SITE IS AT YOUR SOLE RISK; (b) THE SERVICES, THE SITE, AND ALL CONTENT AND PRODUCTS ASSOCIATED WITH MY MONEY MANAGER ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE"; (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, MY MONEY MANAGER, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE SERVICES AND ANY THIRD-PARTY SERVICES, IN WHOLE OR IN PART, INCLUDING (i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT, (ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED, (iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE SERVICES OR THIRD-PARTY SERVICES, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED,

TIMELY, VIRUS-FREE OR ERROR-FREE, AND (vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE CORRECTION OF DEFECTS IN THE SERVICES, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; (e) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICES OR THIRD-PARTY SERVICES; AND (f) THE CURRENT STATE OF THE SITE AND THE SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN SERVICES MAY OCCUR.

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

Limitations on Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MY MONEY MANAGER, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED, INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE SERVICES.

THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN MY MONEY MANAGER AND YOU. MY MONEY MANAGER WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF \$1.00. THIS LIMITED REMEDY IS AGREED TO BY YOU AND MY MONEY MANAGER AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification:

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

No Waiver:

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

Exclusive Agreement:

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

Miscellaneous:

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

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

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

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

Choice of Law and Forum for Disputes:

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

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

Contact Information:

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