



Electronic Funds Transfer Service Agreement and Disclosure

Northeast Credit Union

CAREFULLY READ AND REVIEW THE NOTICES, DISCLAIMERS, LIMITATIONS, TERMS, PROVISIONS AND CONDITIONS SET FORTH BELOW BEFORE USING THIS SITE OR ITS FEATURES IN WHOLE OR IN PART (HEREINAFTER REFERRED TO AS THE "AGREEMENT"). ANY USER WHO ACCEPTS, ASSENTS, AND AGREES TO BE BOUND BY THE FOLLOWING TERMS OF USE IS WELCOME TO USE THIS SERVICE AND ITS FEATURES, SUBJECT TO SAID AGREEMENT. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND NORTHEAST CREDIT UNION (NECU) & JACK HENRY & ASSOCIATES, INC ("APPLICATION PROVIDER"). BY USING THE SERVICE, YOU SIGNIFY YOUR AGREEMENT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY REFERENCE TO "APPLICATION PROVIDER" IN THIS AGREEMENT INCLUDES ANY DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OWNERS, AGENTS, LICENSORS OR LICENSEES OF THE APPLICATION PROVIDER. AS USED IN THIS AGREEMENT, THE WORDS "YOU" AND "YOUR" REFER TO YOU AS THE PARTY AGREEING TO THE TERMS AND CONDITIONS TO USE THE SERVICE; THE WORDS "WE", "US", "OUR", AND ANY OTHER VARIATION THERE OF REFER TO THE APPLICATION PROVIDER.

1. ACCEPTANCE OF TERMS

The Application Provider provides its service to you, subject to the following Agreement, which may be updated by us from time to time. This Agreement constitutes the entire agreement between you and the Application Provider and supersedes all other agreements or understanding, written or oral, regarding this Service. You agree that the Application Provider does not need to notify you of any changes to this Agreement. You can review the most current version of the Agreement online at any time.

2. FUNDS TRANSFER FEE

Refer to the current NECU Fee Schedule for the most up to date fees for the Electronic Funds Transfer Service. The Fee Schedule can be found at your local branch or online at necu.org.

3. DESCRIPTION OF SERVICE

The Application Provider provides users with access to certain transaction capabilities from user's various accounts and information sources via the Internet ("Service"). You agree that your provision of the Account Login Information is your signature and authorization for the Application Provider to serve as your agent to transact with service providers. Each time you use the Service, you are authorizing the Application Provider as your agent to process your request through or with other service providers. If you use advisers or grant access to others, you also explicitly authorize this third party to access and use your personal information on your behalf based on your relationship with that third party. If you are the third party receiving such information, you warrant that you have established legal relationship to access and use such information.

Within Online Banking you may separately enroll for the <i>FI-to-FI</i> Transfer service ("Service"). This Service allows you to transfer funds between your linked personal deposit accounts at Northeast Credit Union (NECU) and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at Financial Institution. An outbound transfer moves funds from an account at Northeast Credit Union to an account outside of NECU. You will need to enroll each of your non-NECU accounts that you wish to use for this Service.

You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with Financial Institution procedures. The verification process must be completed by you prior to using the Service. You will have **10** days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited/credited to your NECU account the business day following the day you initiate the transfer, provided you have met NECU's cutoff time for submitting <i>FI-to-FI</i> transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 6pm EST. Funds requested to be transferred will be debited/credited to the non-NECU account according to the receiving FI's availability and transaction processing schedule.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service including, but not limited to, the release of new the Application Provider properties, shall be subject to the Agreement. The Application Provider may modify the terms of this Agreement, and may discontinue or revise any or all other aspects of the Service in its sole and absolute discretion and without prior notice.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

4. PRIVACY POLICY

The Application Provider does not sell, exchange, or release your Personal Information or Account Login Information to a third party without your express permission, unless required by law or court or governmental order. However, the Application Provider may share or publicly disclose compiled, aggregated data containing no personally identifiable information. Being a client to an adviser or being an adviser to a client or through valet access you authorize sharing of information with that entity and claim to have legal rights to share such information. Registration Data and certain other information about you is subject to our Security and Privacy Policy. For more information, please see our Security and Privacy Policy. The Application Provider may contact you regarding account status and other matters relevant to the underlying Service and/or the information collected. The Application Provider may also use your Account Login Information for the purpose of maintaining and improving the operation of the Service. You can cancel your registration on the Service at any time and have your information deleted from our records. This provision and the policies outlined herein do not imply contractual or other legal rights of any other party.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

Upon completing the Service's registration process you will be able to login through your Single Sign On when you login to Online Banking. You are at least eighteen (18) years old and are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to: (a) notify us immediately of any unauthorized use of your password or account, or if you believe your password has been lost or stolen or any other breach of security; (b) ensure that you exit from your account at the end of each session; and (c) accept responsibility for all usage of the Service and any fees associated with use of other services accessed through the Service on your account whether or not authorized by you. The Application Provider cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

6. TERM

This Agreement will be in effect from the date of your initial use of our Online Electronic Transfer service. The use of this service constitutes your acceptance and agreement to be bound by all the terms and conditions of this Agreement and by all other "NECU Documents" relating to your accounts and acknowledges your receipt and

understanding of this agreement. Either you or the Application Provider may terminate this Agreement at any time with or without notice. The provisions and all obligations of and restrictions on you and any user of your account with respect to the Service shall survive any termination of this Agreement. You hereby expressly authorize the Application Provider to act as your agent and to process requests for your personal account information through or with any information provider or service provider. You authorize the Application Provider to legally represent you to your service provider through this interface. You are granting us the legal power of attorney to access your accounts and take whatever actions necessary to provide services under this Agreement.

You agree that the Application Provider, in its sole and absolute discretion, may terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if the Application Provider believes that you have violated or acted inconsistently with the letter or spirit of the Agreement. The Application Provider may, also, in its sole and absolute discretion, and at any time, discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that the Application Provider may immediately deactivate or delete your account and all related information and files in your account and/or prohibit any further access to all files or the Service by you. Further, you agree that the Application Provider shall not be liable to you or any third-party for any termination of your access to the Service.

7. FUNDS TRANSFER SERVICE

You accept the following additional terms and conditions when you use the Electronic Funds Transfer Service (FTS) feature of the Service.

1. To use this service you must be at least eighteen (18) years old, a resident of the United States, and have an e-mail address.
2. You authorize us to verify your identity by obtaining information about your credit history from a consumer credit reporting agency to be used in accordance with the Fair Credit Reporting Act and other applicable laws.
3. You agree to use the FTS for legal purpose and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under the regulation of the US Treasury Department.
4. You may choose to add any of the Financial Institution Accounts or Card Accounts, ('FT Accounts') which you would like to use with FTS. All FT Accounts must be with financial institutions in the United States. Not all types of accounts are available for funds transfer service (for example, retirement, business or corporate accounts). You must check with your financial institution to verify their ability to participate in electronic funds transfer service.
5. A Financial Institution Account or a Card Account may be added or deleted by you at any time.
 - a. To add an FT Account, you authorize FTS to access such FT Account as needed to provide this service.
 - b. Upon adding a Financial Institution Account, you authorize FTS to make small deposits and/or withdrawals to the Financial Institution Account to confirm your control of the account. The withdrawal(s) amount(s) will never be great than the deposit(s) amount. You agree to verify online the amounts of such deposits and/or withdrawals. The Financial Institution Account will be available – 'activated' for use with FTS service upon online verification of the amount of the deposits/withdrawals.
 - c. In your specific set-up there may be some FT Account authorization and activation with or without this deposit verification process.

- d. Upon your request, FTS will make electronic transfers from above Financial Institution Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this service constitute your written authorization for such transfers.
 - e. Activated Card Accounts and Financial Institution Accounts are collectively called active funds transfer accounts.
 - f. If you use a Card Account to fund your transactions, the issuer of your Card Account shall determine whether to treat the transaction as a purchase, a cash advance, or as quasi cash and whether any additional fees will apply.
 - g. Federal regulations require your Financial Institution to limit the number of transactions that you authorize using your savings or money market account. Transactions funded from your savings or money market accounts will count towards this limit. You should check with your Financial Institutions regarding their policy.
 - h. The financial institution may not investigate discrepancies between account number and names on the account. You agree that we are not responsible to investigate such discrepancies and may execute the transaction with account number reference only.
 - i. If any of your FT Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this FTS. If you do not such consent, you should not use that account and we will terminate your use of FTS if we are notified of such situation.
6. You represent and warrant that you are owner of and have the right to access, use, and authorize us to use these FT Accounts for information and funds transfer purpose as defined in this Agreement.
 7. You represent and warrant that the information you provided here is true, accurate and complete and you have the legal rights to share this with us. You are granting us the legal power of attorney to access the FT Accounts and take whatever actions you have requested including but not limited to transfer of funds to provide the services under this Agreement.
 8. You may not be able to cancel a transaction once you 'submit' it. You also acknowledge that once the recipient picks up money, it is non-reversible and non-refundable.
 9. A history of your past transactions is kept online. FTS does not provide any paper statement or confirmation. All the communication with you is through the online service.
 10. The current balance information if available within the service may not be accurate due to many factors such as timing or positing difference or errors. Contact your financial institution to get the most up-to-date available balance information.
 11. Business days are Monday through Friday, excluding federal holidays. Saturday, Sunday and Monday are considered one business day. For the purpose of funds availability days end at 6:00pm EST.
 12. If you close any of your FT Accounts, you are responsible to remove it from this service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.
 13. No International transactions are supported with this service.
 14. The Service provider is not responsible for money sent to unintended recipients because you provided or selected incorrect information.
 15. All transactions will flow through your FT Accounts established with the system and all funds in those accounts are considered available for use in the transaction service. There may be limits on transaction amount imposed by the service or financial institution.
 16. Typical time to Send / Receive money using ACH network is 3 to 5 days and to Send /Receive Money using credit card network is 2 to 3 days. However your specific transaction time may vary from this and the Application Provider does not guarantee any specific turnaround time for the FTS. You should check your accounts to see debit or credit of the amounts to confirm the status of funds.
 17. There may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts. They are typically defined by your financial institution and are displayed within service overview.
 18. You agree to pay transaction fee associated with this service. They are typically defined by your financial institution and are displayed with service overview. Fees associated with each transfer are non-refundable. We may process a transaction against your account without notice to you.
 19. If you notice any error in your accounts related to the Funds Transfer Service, you must contact the Financial Institution and us promptly via phone. If no phone contact is available, you may notify us online using the Service.

20. YOU FURTHER AGREE THAT WE SHALL NOT BE LIABLE FOR ANY LOSSES, COSTS, FEES OR DEMANGES OF ANY KIND INCURRED BY YOU AS A RESULT OF YOUR USE OF THIS FUNDS TRANSFER AND RELATED SERVICES, OR OUR ACCESS TO YOUR ACCOUNTS, OR OUR DEBIT OR CREDIT TO/FROM YOUR ACCOUNT OR OUR INABILITY TO DO DEBIT OR CREDIT TO/FROM YOUR ACCOUNT OR ANY INACCURACY, MISINFORMATION, OR ANY CHARGES OR FEES APPLIED BY ACCOUNT HOLDING INSTITUTIONS OR THIRD PARTIES OR ANY LIMITATIONS RELATED TO FUND TRANSFER TRANSACTIONS.
21. We have the right to terminate your account, any specific financial institution account; reject, reverse, or cancel any transactions you initiate, and/or restrict or condition your ability to transact at any time and for any reason, including but not limited to (a) insufficient funds in your account (b) sharing or disclosing your password with anyone (c) suspicious activity (d) order of any law enforcement agency (e) inability to verify information you provided (f) providing us with false or inaccurate information (g) hacking, tempering or impacting the service functionality, availability or security (h) using service for unlawful purpose (i) failing to cooperate with any information or service fee due requests.
22. If your account ever reflects an amount owed to us, you agree to pay such amount to us immediately upon demand. You also agree to pay for all collection costs including reasonable attorney's fees and costs. For funds transfer transaction, we debit one of FT Accounts and credit another FT Accounts. If debit side fails and credit side has been completed, you authorize us to collect from the FT Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or partial debit against any of your FT Accounts to recover any deficiency resulting from the original amount plus any fees imposed.
23. Your Rights and Liabilities:
 - a. You agree to notify us immediately via phone and online if your password has been lost or stolen. If you never notify us, you could lose all of the money in your accounts including maximum overdraft amounts.
 - b. If you notify us within two (2) Business Days after learning of loss or theft of your password or that someone has obtained access to your account, you will not be held responsible for any unauthorized transactions over \$50 provided that you are not trying to defraud us.
 - c. If you do not contact us within two (2) Business Days, and we can prove that we could have stopped someone from using your password without your permission if you had notified us, we can hold you responsible for any unauthorized transaction if it occurred between the end of the two (2) Business Day notice period and the time you actually notified us. Your maximum liability for such unauthorized transaction during this period is \$500.
 - d. You can see a complete statement of all transactions made through the FTS service online. If you think there is a transaction that you did not authorize, contact us immediately. We must be notified within sixty (60) days. By notifying us, you will not be liable for any unauthorized transactions that occurred during the sixty (60) day time period except for transactions resulting from someone using your account as indicated above. If you do not notify us within sixty (60) days after the transaction was posted in your online statement, you could be held responsible for the unauthorized transaction if the transaction could have been prevented had we been notified.
 - e. We may extend the time period if you were prevented from contacting us due to a good reason (such as a long trip or a hospital stay). If we request, you must provide the information in writing and we must receive that information within ten (10) Business Days.
24. You understand that these terms and conditions of use of FTS are additive to overall Service terms and conditions.

8. INDEMNITY

You agree to indemnify and hold the Application Provider, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of the Agreement, or your violation of any rights of another.

9. DISCLAIMER

The Application Provider desires to offer on this Web site the most accurate and useful data, news, and other information available and attempts to rely on third party information providers the Application Provider believes are reliable. Information, data, news and other information contained or accessible or made available through this site, however, is generated or provided by third parties and the Application Provider makes no representation or warranty of any kind whatsoever as to the accuracy, truthfulness, usefulness, timeliness or completeness of any of the content herein or accessible hereby in whole or in part. Further, any information, data, news or other information accessible or made available through this Site may contain errors, defects or be unreliable, and the Application Provider makes no effort to review, check or verify any news, data or other information accessible or made available through this Site. The Application Provider assumes no responsibility for the accuracy, truthfulness or usefulness of the data, information or other content on this Site or accessible through this Site, and the Application Provider shall have no responsibility to correct or update any data, information or content on this Site. You assume full and complete responsibility for reviewing and verifying any and all data, information, and content, including without limitation its usefulness, truthfulness, accuracy, completeness or currency. You are responsible for usefulness or verifying the accuracy, completeness, truthfulness, timeliness, usefulness and value to you to whatever extent you deem necessary, in reliance on other advisers, consultants, experts and resources you deem necessary and you shall indemnify and hold the Application Provider, its agents, employees, officers, directors, partners, subsidiaries and affiliates harmless from and against any and all liability, loss, damage, claim, cost, expense, including, without limitation, attorneys and accountants' fees and costs caused by your reliance on any content contained on this Site or accessible or made available through this Site.

THE SERVICE, INFORMATION, DATA, FEATURES AND ALL CONTENT, IS OFFERED AND MADE AVAILABLE HEREIN ON AN "AS IS," "AS AVAILABLE," BASIS. IN NO EVENT SHALL THE APPLICATION PROVIDER BE LIABLE TO YOU, YOUR COMPANY, EMPLOYEES, AGENTS, THIRD PARTIES, ASSOCIATES, PARTNERS, OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOSS OR IMPAIRMENT OF USE, DATA, OR PROFITS, YOU OR ANYONE ELSE MAY INCUR RELATING TO YOUR USE OR ACCESS TO THIS SITE, OR THE USE OR ACCESS HERETO BY ANYONE ELSE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND AS A CONDITION TO USE OR ACCESS ANY SUCH INFORMATION, YOU EXPRESSLY WAIVE ANY AND ALL CLAIMS YOU MAY HAVE OR ASSERT AGAINST THE APPLICATION PROVIDER RELATING DIRECTLY OR INDIRECTLY TO ACCESSING OR USING OR RELIANCE UPON ANY SUCH INFORMATION OR DATA BY YOU OR ANYONE ELSE. THE TERM "DAMAGES" AS USED HEREIN INCLUDES, WITHOUT LIMITATION, ANY AND ALL LIABILITY, LOSS, DAMAGE, INJURY, CLAIM, FOUNDED OR UNFOUNDED, EXPENSE, FEE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ATTORNEYS OR ACCOUNTANTS FEES.

THE APPLICATION PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING ANY CONTENT CONTAINED ON THIS SITE, INCLUDING, WITHOUT LIMITATION, SERVICE, NEWS, DATA, INFORMATION OR CONTENT OF ANY KIND, OF THE USEFULNESS, RELIABILITY, TRUTHFULNESS, ACCURACY, TIMELINESS OR COMPLETENESS TO YOU OR ANYONE ELSE, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF TITLE, OR WARRANTY OF ANY KIND.

THE APPLICATION PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND THAT THIS SITE OR ANY CONTENT HEREIN OR AVAILABLE FROM OTHER SITES ACCESSIBLE HEREBY, INCLUDING, WITHOUT LIMITATION, SOFTWARE OR FILES ACCESSIBLE OR MADE AVAILABLE FOR DOWNLOAD HEREFROM, ARE FREE OF OR FROM TECHNOLOGICALLY UNSTABLE FILES OR CHARACTERISTICS, OR BUGS, VIRUSES, ERRORS, DEFECTS, PROBLEMS, TROJAN HORSES, WORMS, OTHER LIMITATIONS OR OTHER CODES OR DEFECTS THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE PROPERTIES OR CHARACTERISTICS OR ADVERSE EFFECTS ON YOUR SOFTWARE OR HARDWARE. YOU ASSUME ALL RISKS AND RESPONSIBILITY FOR USE OR RELIANCE UPON THIS SITE OR ANY INFORMATION OR DATA SET FORTH HEREIN.

IF YOU ARE DISSATISFIED WITH THIS SITE OR ANY FEATURES OR INFORMATION HEREIN OR ACCESSIBLE HEREFROM, OR ANY OF THE AGREEMENT, OR OPERATION OF THE SITE OR ANY OF ITS FEATURES, YOUR SOLE REMEDY SHALL BE TO DISCONTINUE USE OF THE SITE AND ITS FEATURES.

10. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE APPLICATION PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (EVEN IF THE APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING IN CONNECTION WITH THIS SERVICE OR ANY LINKED SITE OR USE THERE OF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, VIRUS, NETWORK OR SYSTEM FAILURE OR RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE TIMELINESS OR ACCURACY OF SERVICE (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE.

In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail of their essential purpose, you expressly agree that under no circumstances shall the Application Provider's total liability to you or any party claiming by, through or under you for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence or strict liability, in the aggregate, exceed \$1,000 (U.S.). If your Account Login Information is improperly disclosed to a third party without your consent, and this disclosure is the direct result of the Application Provider's gross negligence in operating the Service, then you and the Application Provider agree that the Application Provider's liability for your direct and actual damages in this circumstance shall not, in the aggregate, exceed \$1,000 (U.S.).

11. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 7 AND 8 MAY NOT APPLY TO YOU.

12. REMEDIES OF USER

Your sole and exclusive remedy for any failure or non-performance of the Service including any associated software or other materials supplied in connection with the Service shall be for the Application Provider to use commercially reasonable efforts to effectuate an adjustment or repair of the Service.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to use any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 7 through 9 again. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. The Application Provider shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information. You further understand that Jack Henry & Associates is not a bank, broker-dealer firm or any other kind of a financial institution.

14. MODIFICATIONS TO SERVICE

The Application Provider reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the Application Provider shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

15. DEALINGS WITH THIRD PARTIES

Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with these dealings, are solely between you and the third party. You agree that the Application Provider shall not be responsible or liable for any loss or damage of any sort incurred as the result of any of these dealings or as the result of the presence of such third party on the Service.

16. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Service, you represent and warrant to the Application Provider that you will not use the Service for any purpose that is unlawful or prohibited by this Agreement. You may not use the Service in any manner, which could damage, disable, overburden, or impair the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

17. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Application Provider has no control over these sites and resources, you acknowledge and agree that the Application Provider is not responsible for the availability of these external sites or resources, and has not and does not endorse, review or approve, and is not responsible or liable for any content, advertising, products, or other materials on or available from these sites or resources. You further acknowledge and agree that the Application Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Content, goods or services available on or through any sites or resource. You link to other sites at your own risk.

18. INTELLECTUAL PROPERTY

All content on this Service, including, without limitation, any and all materials, information, text, data, contents, names, trade names, trademarks, trade dress, service marks, lay out, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, and all intellectual property of any kind whatsoever, is owned exclusively by Jack Henry & Associates, or the licensors or suppliers of the Application Provider and is protected by U.S. and international copyright and intellectual property laws. All rights are hereby reserved. Without limiting the foregoing, no content on this Service may be copied, reproduced, duplicated, published, or distributed in any form or by any means whatsoever without the express prior written permission of the Application Provider or the appropriate licensor or supplier.

The Application Provider grants you a personal, non-transferable and non-exclusive right and license to use the object code of its software on a single computer and access the Service; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software. You agree not to modify the software in any manner or form, or to use modified versions of the software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by the Application Provider for use in accessing the Service.

Any feedback, questions, comments, suggestions, ideas or the like, which you send to the Application Provider will be treated as being non-confidential and nonproprietary. The Application Provider will also be free to use any ideas, concepts, know-how or techniques contained in all information for any purpose, whatsoever, including, but not limited to, developing, manufacturing and marketing products and services incorporating all information. Any submission to this Service shall be deemed and remain the property of Jack Henry & Associates. Jack Henry & Associates shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information that you provide to us.

All product and service marks contained on or associated with the Service that are not the Application Provider 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 site or information do not necessarily constitute or imply the Application Provider's endorsement, sponsorship or recommendation of the third party, information, product or service.

19. NOTICE

Notices to you may be made via either email or regular mail. The Service may, also, provide notices of changes to the Agreement, Service or other matters by displaying notices or links to notices generally on the Service.

20. JURISDICTION; GOVERNING LAW

This Service is owned and controlled by the Application Provider from its offices at 663 W. Highway, Monett, MO 65708-8215, USA. It can be accessed on the Internet from all 50 states, as well as other countries around the world. As each of these places and jurisdictions has laws that may differ from those of Missouri, by accessing this Service, both you and the Application Provider agree that this Agreement shall be deemed and treated as though they were entered into, executed, and performed solely in Barry County, Missouri, and the statutes and laws of the State of Missouri, without regard for conflict of law rules thereof, apply to all matters relating to use of this Service and shall without limitation govern this Agreement. You agree by use of this Service you do hereby submit to jurisdiction of the courts of Tennessee with appropriate subject matter jurisdiction and that any conflict brought or filed with respect to use of this Service or concerning this Agreement shall be brought in a court of competent jurisdiction in Barry County, Missouri. In any legal action relating to enforcement or breach of this Agreement, the Application Provider shall be entitled to recovery of costs, fees and expenses of any action, including, without limitation, attorney fees and accounting fees. A printed copy of this Agreement, or part thereof, as modified in accordance with the terms hereof, from time to time shall be deemed admissible in any court of law or administrative proceeding and shall be deemed the original and the best evidence of the intentions of the parties with respect to use of this Service.

21. RESOLUTION OF DISPUTES BY ARBITRATION

Agreement to Arbitrate Disputes. You agree that any dispute between us, including any dispute concerning your accounts, this service, and Terms of Service be resolved by binding arbitration. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, or a representative or agent. Disputes include not only claims that relate directly to Jack Henry & Associates, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the

claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions.

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or National Arbitration Forum. If you initiate the arbitration, you must notify us in writing at our Monett, MO office. If we initiate the arbitration, we will notify you at the last known physical or e-mail address on file with us. The location for such arbitration shall be in Barry County, MO.

The arbitration shall be decided by a single arbitrator, unless either party to the arbitration requests a panel of three arbitrators in which case the arbitration shall be conducted by a panel of three arbitrators (said arbitrator or arbitrators hereinafter referred to as "the arbitrator"). The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act. The arbitrator shall be empowered to award any damages or other relief provided for under applicable law and will not have the power to award relief to, or against, any person who is not a party to the arbitration. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by us. The award of the arbitrator shall be final and binding, subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. The award of the arbitrator can be entered as a judgment in any court having jurisdiction.

The party initiating the arbitration shall pay the initial filing fee and if there is a hearing, pay the fees and costs for the hearing. If either you or we request a panel of three arbitrators, the party making the request shall pay the fees of those additional arbitrators unless the arbitrator rules otherwise. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, except to the extent the arbitrator assess costs of the arbitration to either you or us.

You and we agree that no class action, private attorney general or other representative claims may not be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction.

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state of New Hampshire shall apply.

These arbitration provisions shall survive (i) termination or changes to the Terms of Service or any related services we provide; (ii) the bankruptcy of any party; and (iii) the transfer or assignment of your account. If one or

more of these arbitration provisions are deemed invalid or unenforceable, the remaining portions shall nevertheless remain valid and enforceable.

22. SURVIVAL

Sections 11, 15, 19 and 20 shall survive truncation of this Agreement.

23. MISCELLANEOUS

This Agreement shall be interpreted according to their fair meaning and shall not be interpreted strictly against or for either party. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether, electronic, oral or written, between the Application Provider and the user of this Service. Headings used herein are for convenience only and shall not limit, control or add to the meaning of any term, provision or condition.

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The Application Provider may notify user in writing or electronically either of which shall be deemed fully and completely adequate and effective to notify user of the contents therein at the time sent to the last address or email address supplied by user in writing or electronically to the Application Provider. Use of the plural herein shall include the singular and use of the singular shall include the plural.

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