

## Austin Telco FCU Money Manager End User Agreement

### Money Manager Services

You are accessing services provided to you from Austin Telco Federal Credit Union (“ATFCU”) by way of our third party service provider, MX. Access to Money Manager and the associated services requires acceptance of the following agreements: ATFCU Money Manager End User Agreement, MX Terms and Conditions, MX Privacy Policy, and ATFCU Privacy Policy; all as provided below (“Terms”). We encourage you to read these agreements thoroughly and carefully.

These Terms constitute an agreement between you (“you”, “your”, or “user”) and ATFCU including our affiliates and third party service providers (“ATFCU”, “our”, “we” or “us”), and MX, pertaining to your use of Money Manager (“Service”, “Services”). By using the Services, you agree to be bound by these Terms.

### Accepting the Terms

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 ACCEPT BUTTON, AND DO NOT ACCESS OR USE THE SERVICES.

ATFCU may, from time to time, update these Terms; your continued use of the Services indicates your agreement to any modification of these Terms. You may not use the Services and may not accept the Terms

if you are incapable of entering into a binding contract with ATFCU.

ATFCU and/or MX are not responsible for, and make no warranties that your equipment or software is, or will continue to be, compatible with the use of the Services.

The Services provided by ATFCU and/or MX are not intended to provide legal, tax, or financial advice. The Services are not a representation, replacement or substitute for a financial planner, broker or tax advisor. The Services are intended to assist you in organizing your financial and account information in a broad fashion. You should not rely on the information provided within the Services when making financial decisions, but instead, you should consult with your accountant or other financial professional who is fully aware of your circumstances before making any decisions concerning your finances.

### Services

Money Manager is supplemental personal financial management tool, provided free of charge by ATFCU. The Services allow you to synchronize your financial and account information local to ATFCU and from 3<sup>rd</sup> party institutions. Money Manager is available only from within your secure ATFCU Online Banking login. Leveraging the Services enables you to organize, consolidate, view, and track your financial and account information from within a single, secure, Online Banking environment. Through the Service, you may request that certain alerts concerning your financial information, account usage, and status be sent to your email or text (“Alerts”). The Service automatically synchronizes your ATFCU accounts and they are included in your Money Manager portfolio along with any other nonATFCU accounts that you have enabled.

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From time to time, ATFCU may modify the Services and/or add, change, or delete features of the Services at its sole discretion, without notice to you.

You agree to provide accurate, current and complete information about your accounts at other banks, organizations, or institutions when synchronizing them to Money Manager, and to maintain and update this information to keep it accurate, current and complete. You agree to not misrepresent your identity or your account information. Failure to provide accurate and complete information during account setup may prohibit your use of the Services or result in incorrectly generated information.

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, "Login Information"),
- (b) preventing unauthorized access to, or use of, information, files, financial information or account data that is stored or used in or with the Services (collectively, "Account Data"),
- (c) all electronic communications, including account holder information, email, and financial, accounting, and other data entered into the Service ("Communications"), and
- (d) any and all activities involving or effecting your financial information and accounts uploaded to the Service.

ATFCU shall assume that any Communications received through use of the Login Information were sent or authorized by you. You agree to immediately notify ATFCU if you become aware of any loss, theft or unauthorized use of any Login 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 Login Information has occurred.

**You hereby grant ATFCU and/or MX, our affiliates, partners, licensors, distributors and agents, permission to use the provided Login Information which enables the automatic synchronization of your accounts within the Services, including updating and maintaining Account Data, and addressing errors or service interruptions. Login information or credentials are securely stored in an encrypted fashion. ATFCU staff members do not have access to synchronized account information from 3<sup>rd</sup> party institutions.**

**Anonymous aggregate information (which does not contain personally identifiable information) financial account balances, other financial or account data, and/or other available data collected through your use of the Services, may be used or licensed by MX for various purposes; including but not limited to: conducting certain analytical research, performance tracking, benchmarking, helping to improve products and services, and assisting in troubleshooting and technical support.**

To the extent that you request customer service or other assistance from ATFCU or MX, you agree that ATFCU and our third party service provider is authorized to access and view your Login Information, Account Data, and Communications to provide such assistance and support.

### User Risks

**Data and information provided by the Service is provided for informational purposes only, and is not intended for trading or transactional purposes.** You agree that ATFCU and/or MX are not liable for any errors or delays in the content, or for any actions taken in reliance on the data or information available in the Service. The services which you may be able to access

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through the Service are services of the account holding institutions you upload to your Money Manager portfolio. The Service provides links to selected institutions for your convenience only. We do not endorse or recommend the services of any institution. The third party institution you select is solely responsible for its services to you. We are not liable for any damages or costs of any type arising out of or in any way connected with your use of the services of the institution. You may also add information into your Money Manager portfolio for accounts not available at other web sites or which are not linked to the Service. In such case, you are solely responsible for the accuracy of such information.

### Disclaimer 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 ATFCU AND/OR MX ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE";

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATFCU and/or MX, OUR AFFILIATES, 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 NONINFRINGEMENT,

(ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, OR 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 AND/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, VIRUSFREE 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, UPLOADED 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 THIRDPARTY SERVICES; AND

(f) THE CURRENT STATE OF THE SITE AND THE SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE SERVICES AND THAT

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INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN SERVICES MAY OCCUR.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ATFCU OR MX PROVIDED 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, ATFCU AND/OR MX, OUR AFFILIATES, 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:

- (a) YOUR USE OR YOUR INABILITY TO USE THE SERVICES;
- (b) 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;
- (c) ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR

(d) 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.

ATFCU ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE SERVICES.

THE LIMITATIONS OF DAMAGES SET FORTH IN THESE TERMS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN ATFCU, MX AND YOU. ATFCU AND/OR MX 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, ATFCU, AND MX 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 ATFCU and/or MX, our 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,

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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 ATFCU and/or MX 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. **Third Party Institutions**

In connection with your use of the Services and as part of the functionality of the Services, you may have access to certain online account information that may be made available by your bank, organizations, other institutions including non-ATFCU account information available from others. ATFCU has no control over the provision of or access to Account Data.

ATFCU does not guarantee your Institutions' availability within the Services. You agree that you may or may not be able to use the Services in conjunction with your Institutions' services, and that ATFCU and MX disclaim any and all liability whatsoever for any actions or inactions on the part of your Institutions resulting in any inability to use the Services to access accounts, obtain data, download transactions, or otherwise use or access your Account Data.

**You acknowledge and agree when you access data and information through the Services, your account access number(s), pin(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 Institution(s) such as banks and other account holders, including balances, credit card charges, debits and deposits as may be applicable, may be collected and stored in the Services by ATFCU and/or MX.**

You expressly authorize ATFCU and/or MX, in conjunction with the operation and hosting of the Services, to use your Login Information to (i) collect

Account Data, (ii) reformat and manipulate Account Data, (iii) create and provide hypertext links to provider(s), (iv) access the providers' websites using your Login Information, (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 Login Information and Account Data and that you have the authority to appoint, and do expressly appoint, ATFCU or MX as your agent with limited power of attorney to access and retrieve Account Data on your behalf. You further acknowledge that ATFCU and/or MX does not review Account Data for completeness or accuracy, and further you agree that we are not responsible for its completeness or accuracy.

Any transactions or informational activities performed directly at any Institutions' website are not made through the Services and ATFCU and/or MX assume no responsibility for such transactions or activities. You acknowledge that you are solely responsible for any charges associated with your Institutions(s).

**You acknowledge and agree that when ATFCU and/or MX access and retrieve your Account Data, ATFCU and/or MX are acting as your agent and the agent on or behalf of providers.**

You further acknowledge and agree that (i) some Institutions may not allow the Services to synchronize or access the Account Data, (ii) Institutions may make changes to their websites, with or without notice to ATFCU or our third party service provider, that may prevent or delay aggregation of information

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from such Institutions' websites, (iii) the Services may "refresh" the Account Data by collecting the Account Data nightly, so your most recent transactions may not be reflected in any account balances or other account information presented in the Services, and (iv) any Alerts you establish for accounts uploaded to the Service may be delayed as a result of the other institutions' delay in making information available to the Service.

In the event that you see a discrepancy in the Account Data, and in any case before making any transactions or decisions based on such Account Data presented in the Services, you agree to check the last refresh date for the account and confirm with that applicable Institution that the Account Data is correct or otherwise confirm that Account Data is up to date and accurate.

### Net Worth

You may add a home value estimate to your Money Manager portfolio when calculating your net worth. If you elect to include your home's value in your net worth summary, you acknowledge and agree that the net worth summary is calculated based on information provided by you at your direction and that ATFCU and/or MX make no representation as to the accuracy of the net worth summary. **Data and information provided in the Net Worth feature is for informational purposes only, and is not intended for transactional purposes.** You agree that ATFCU, and/or MX are not liable for any errors or delays in the content, or for any actions you take in reliance on data and information contained in the Net Worth feature.

### Modifications

ATFCU and/or MX may modify, discontinue temporarily or permanently, the Service without notice to you. You may reject the changes by discontinuing your use of the Service. Your continued use of the service will constitute your acceptance of and agreement with such changes. Maintenance upon the Service may be performed from time to time resulting in interrupted service, delays or errors in the service. ATFCU and/or

MX shall not be liable to you or any third party should we exercise our right to modify or discontinue the Service. **Delete Non-ATFCU or 3<sup>rd</sup> Party Accounts**

You may delete previously uploaded non-ATFCU accounts from your portfolio at any time by selecting an account within your Money Manager portfolio and clicking on the 'Delete' button. The deleted account will be removed from your portfolio. **Some of your Account Data will remain stored by ATFCU and/or MX.**

### Termination of Service

ATFCU and/or MX may at any time terminate your access to the Services for any reason, including:

- 1) A breach in the provisioning of these Terms, including MX's End User License Agreement and/or MX Privacy Policy, or have acted in a manner which shows you do not intend to or are unable to comply with provisions of these Terms, the MX End User License Agreement and/or the MX Privacy Policy;
- 2) We and/or MX are required to do so by law;
- 3) ATFCU has terminated its relationship with MX or has ceased to offer the Service to you;
- 4) We or MX has deemed the Service no longer commercially viable.

### Contact Us

For questions regarding the service, call us at 512302-5555 or 800-252-1310, or write to us at Austin Telco FCU, 11149 Research Blvd., Suite 300 Austin, TX 78759

MX - End User License Agreement and Privacy Policy

As ATFCU's third party service provider, MX allows members to access the Personal Financial Management tool from within ATFCU Online Banking. When the tool is accessed, MX is collecting, using and retaining personal information as indicated in the MX Privacy Policy. By indicating your

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acceptance of the Terms, you are also agreeing to the MX Terms and Conditions and the MX Privacy Policy. The documents can be found at the following sites:

**MX Privacy Notice** - <https://www.mx.com/privacynotice>

**MX Terms and Conditions –**

<https://www.mx.com/hubfs/mx-terms-andconditions.pdf?t=1460643386829>

**MX Contact**

801-669-5500

3401 North Thanksgiving Way Ste. 500 Lehi, UT  
84043

The following related policies are incorporated by reference in and made part of this Agreement, and provide Additional Terms, Conditions, and Guidelines.

- ATFCU Membership and Account Agreement
- ATFCU Business Account Agreement
- ATFCU Bill Pay Disclosure
- ATFCU Electronic Funds Transfer Agreement
- ATFCU Online Banking Disclosure and Agreement
- ATFCU Mobile Banking Disclosure and Agreement
- MX Privacy Policy
- MX Terms and Conditions