

First Heritage Federal Credit Union Online Financial Management Terms of Use Agreement

The Online Financial Management Terms of Use Agreement (“Terms”) governs your use of the Online Financial Management Service (“Service”). If you do not agree to the Terms, you may not use this Service. You represent that you are at least 18 years of age and you expressly accept these Terms. Please read these Terms carefully and print a copy for your records. These Terms are in addition to your “Important Account Information for Our Members” and any other agreements accepted.

First Heritage Federal Credit Union (“Credit Union”) may, in its sole discretion, change or amend these Terms at any time. The Credit Union reserves the right to amend, add to, or delete the Terms and, unless otherwise required by law, the Credit Union chooses to notify you of an amendment, or is required to do so by law, you may receive such notice electronically and you may be asked to consent to an amended version of the Terms of Use Agreement electronically. In addition, the Credit Union may mail or deliver a separate notice, statement message or electronic message. Your continued use of Online Financial Management following any such notice of a change shall constitute your agreement to be bound by all such changes.

Not Investment, Tax or Legal Advice

The Service provides personal financial management tools, recommendations and suggestions about products, services and other choices in the field of personal finance, but you are responsible for your choices in using the recommendations. The Service does not provide tax advice, investment advice or investment brokerage services, or legal advice, and you may not rely on the Service for any such purpose. The recommendations and suggestions provided through the Service are broad and general. The Credit Union urges you to consider obtaining the advice of a licensed professional advisor, such as an accountant or registered investment advisor, before making decisions that affect your finances.

Account Requirements

You agree to provide accurate, current, and complete login credentials for your other financial institutions as prompted by the Service. You agree that your right to use the Service is personal to you, and you may not resell, assign, or make any commercial use of the Service.

Privacy and Security

The Credit Union will not sell, exchange, or release your personal information or account information to any third party without your permission, except as required by law or by court or governmental order and in accordance with our Privacy Policy.

Use of the Service

You agree to use the Service in accordance with the Terms and applicable law. You may not use the Service to conduct any business or activity, or solicit the performance of any activity, that is prohibited by law or that encourages criminal activity. The Credit Union reserves the right to terminate your use of the Service in the event that you have engaged in any activity that violates these Terms.

Access to Financial Institution Accounts

Access to financial institution accounts is limited to currently available institutions and may not include all account types from all institutions. Accordingly, access to your particular financial institution accounts may not be available to the Service. Furthermore, for access to accounts at institutions that are available to the Service, you must provide the necessary information (which you have already provided to your institution for online access) for the Credit Union’s third party vendor to communicate with your institution’s server. Such information may include User ID and Password. For each financial institution account you add to the Service, you hereby authorize the Credit Union’s third party processor to act as your agent to access the institution, retrieve the information, and process any requests or instructions you make through the Service. The Credit Union is not responsible for the accuracy of the information retrieved from your institution.

Representations

You represent that your User information is true and correct; that the account information you provide is true, current, and complete and that if you register on behalf of a corporation, company or other legal entity you have authority to bind that entity.

Termination or Cancellation

Either you or the Credit Union may terminate or cancel your account at any time. You understand and agree that the cancellation of your account is your sole right and remedy with respect to any dispute with the Credit Union. You further agree not to join in any lawsuit with another person or serve as a class representative of any class action lawsuit against the Credit Union or the third party providers, arising out of the use of the Service.

Indemnification

You agree to defend, indemnify and hold harmless the Credit Union and its respective officers, directors, employees, contractors and affiliates from and against any and all claims, damages, costs and expenses, including without limitation claims based upon the alleged

negligence of the Credit Union, arising from or related in any way to (i) your use of the Service, the materials it contains, and any sites linked to it; or (ii) your breach of any representation, warranty, or material provision of these Terms.

LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE CREDIT UNION MAKES NO EXPRESS WARRANTIES, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REGARDING ANY INFORMATION OR SERVICE PROVIDED THROUGH THE CREDIT UNION. NO STATEMENTS MADE, OR ADVICE OR INFORMATION GIVEN, BY THE CREDIT UNION, ITS REPRESENTATIVES WILL CREATE A WARRANTY.

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE CREDIT UNION DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CREDIT UNION, ITS EMPLOYEES, AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THE CREDIT UNION WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM : OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; YOUR RELIANCE ON OR USE OF THE SERVICE, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE SERVICE; THE USE OF THE SERVICE BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OR THE CREDIT UNION; THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION; OR THE QUALITY AND MERCHANTABILITY.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE FOREGOING LIMITATIONS APPLY TO THE ACTS AND OMISSIONS (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE) OF THE CREDIT UNION AND ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES THAT, BUT FOR THIS PROVISION, WOULD GIVE RISE TO A CAUSE OF ACTION AGAINST THE CREDIT UNION IN CONTRACT, TORT, OR UNDER ANY OTHER LEGAL DOCTRINE. YOUR EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. THE CREDIT UNION WOULD NOT BE ABLE TO PROVIDE THE SERVICE TO YOU WITHOUT SUCH LIMITATIONS.

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Severability

The provisions of these Terms are severable. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of the remaining provisions and each provision will be enforced to the fullest extent allowed by applicable law.