## ARIZONA FINANCIAL CREDIT UNION

# ELECTRONIC SERVICES and COMMUNICATIONS AGREEMENT ELECTRONIC FUNDS TRANSFER AGREEMENT ONLINE and MOBILE BANKING SERVICES INTERACT SERVICE PURCHASE REWARDS SERVICE

#### **ELECTRONIC SERVICES AND COMMUNICATIONS**

**Introduction.** This Electronic Services and Communications Agreement (Agreement) specifically governs the terms and conditions of Arizona Financial Online, Mobile Banking, Card Controls, Interact and Purchase Rewards services and provides your and our rights and responsibilities with regard to those services. **Please read this Agreement carefully.** 

**Definitions.** In this Agreement, the words "you", "your" and "yours" mean each of you who utilizes these services. The words "we", "us", "our", "Arizona Financial" and "Credit Union" mean Arizona Financial Credit Union. The words "mobile device" is a general term for a handheld computer, such as a smartphone, tablet and/or other device with "smart" capabilities that can be used for electronic services and communications applicable to this Agreement.

**Electronic Records.** You specifically acknowledge 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 (electronic records). You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to do so. 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 or write us at the phone number or address provided at the end of this Agreement. You may also e-mail us if you have established an Online or Mobile Banking account with us.

**Electronic Signature.** You consent and agree that your use of a keypad, 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.

Records Storage. To facilitate electronic commerce and to reduce the expense of records storage, you acknowledge and agree that we may at our discretion store all records electronically; meaning 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 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. You further agree that electronic records, and not the original documents, may be used in any court proceeding.

**E-Mail and Facsimile Communications.** You acknowledge and agree that the Internet is considered inherently unsecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim

or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication and may respond to an e-mail at either the address provided with the communication, the e-mail address you provided for our system of record or any other application or written communication actually received by us.

You consent and agree to authorize us, our agents or other parties we authorize to send communications by facsimile or other electronic methods including offers for Credit Union products and affiliate or third party services. Although having no obligation to do so, we reserve the right to require authentication of emails 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 and 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 to be submitted to us in a non-email written format, 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 provided at the end of this Agreement.

An e-mail notification will be sent to you using the e-mail address provided by you when your statements are available for viewing. You agree to notify the Credit Union of any change to your e-mail address at least three (3) business days prior to the last business day of the month, or prior to the processing date of your Visa statement, to give us time to affect the change. Failure to do so will compromise our ability to deliver notification of the availability of your statements and other electronic records. To update your e-mail address, please utilize the User Options feature in either Online Banking on your web browser or in your mobile app. Any account owner you have given access to your Online Banking account may change the e-mail address we use to communicate with you. You may also choose to receive promotional emails from us, which may include product offers, invitations to education seminars, credit union news or other subjects. To change your preference whether or not to receive these messages, utilize the User Options menu.

You agree to have no expectation of privacy if electronic records are transmitted to an e-mail address owned by your employer or any other persons that are not owners, borrowers, authorized users or otherwise. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by an unauthorized party at the email address you provide.

**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. The Credit Union is not responsible for the content 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.

# **ONLINE and MOBILE BANKING SERVICES**

**Electronic Funds Transfer Agreement and Electronic Records.** By initiating the use of the Online and Mobile Banking Services (Online Services), you agree to be bound by all terms and conditions contained herein, and acknowledge these are in addition to the terms and conditions, including the Electric Funds Transfer Agreement, found in the *Accounts and Services of Arizona Financial Membership Agreement*. You further agree to follow all instructions provided at the time you establish the Online Services as reflected on your computer monitor, mobile device or other system access screen/device. You further agree that we may change terms and conditions applicable to service upgrades and/or future

enhancements to Online Services. We will communicate upgrades and enhancements as required by regulation. You agree it is your responsibility to read, download or print electronic records and keep them in a convenient place for future reference. You acknowledge that both your periodic and Visa statements will no longer be printed and mailed to you effective with the statement processing cycle after you initiate the Online Services.

You have a right to receive a paper copy of any electronic records if applicable law specifically requires us to do so. 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, write to us at the address provided at the end of this Agreement.

**User ID** and **Password.** You are required to select a User ID and Password for use with the Online Services. Each are required for security purposes in connection with the authentication of transfers and payments you initiate through the Online Services. You acknowledge your User ID and Password are confidential and should NOT be disclosed to others and must always be stored in a secure manner. In other words, you are solely responsible for the proper safekeeping of your User ID and Password. If you authorize anyone to use your User ID and Password or you otherwise authorize a user under the Shared Access feature, such authority shall continue until you specifically revoke the same by notifying the Credit Union and changing the Password or revoking the Shared Access. You understand that if you reveal your User ID and Password to anyone, you have authorized that individual to transfer and withdraw funds from your savings and checking accounts accessible by the User ID and Password. If you fail to maintain security of your User ID and Password and the Credit Union suffers a loss, we reserve the right to terminate your Online Services as well as other Credit Union services.

The Credit Union will not be responsible for any losses you suffer due to your failure to maintain the security of your User ID and Password. Users of the Online Services should protect access devices by installing security software to safeguard against viruses, malware or other threats. Online Services features provide the capability for you to change your Password and you should do so frequently.

If you need your Password reset, please contact a Credit Union representative to have a temporary Password issued to you. You authorize Arizona Financial to reset your Password as requested by you or anyone you authorize to do so. Contact us at the telephone number provided at the end of this Agreement for Password assistance. We reserve the right to require written re-application for a new/replacement Password.

**E-mail:** The Online Services include e-mail capabilities allowing you to send and receive electronic e-mail messages to and from the Credit Union. The Credit Union will not immediately receive and review e-mail messages that you send and will NOT process any request for a funds transfer received via e-mail. Further, the Credit Union may not act upon requests for stop payments, requests for a replacement Password, reports of a lost or stolen Password or unauthorized transaction reports of lost or stolen ATM or VISA Cards, or on any other request in which the Credit Union would normally require written notification or your written authorization, without first confirming the authenticity of the e-mail request/notification. **If your request requires immediate attention, contact the Credit Union directly at 602-683-1000, or Toll Free at 1-800-523-4603 (Outside Maricopa County.)** 

**Security and Third Party Service Providers:** You agree not to leave your device unattended while logged into Online Services and to log off immediately at the completion of each access. We make no representation that any content or use of Online Services is available for use in locations outside of the United States. Accessing Online Services from locations outside the United States is at your own risk.

You understand that agreements with any of your affiliated service providers, including, but not limited to, your mobile service provider, may provide for fees, limitations and restrictions which might impact your use of Online Services, such as data usage or text messaging charges resulting from your use of Online Services. You agree to be solely responsible for all such fees, limitations and restrictions. You agree that

your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

**Equipment and Software Requirements:** To use the Online Services and access electronic records, you must use a PC, mobile device or other device with the capacity to interface with the Credit Union's or our agent's system. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with Online Services and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions. Restrictions may apply for mobile devices or network carriers not supported and the Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or out-of-range issues. We make no warranty or representation regarding the access speed that you will have now or in the future.

Not all access devices provide for the use of all services, or features of the services, as provided above. You agree to accept responsibility for learning how to use Online Services in accordance with the applicable instructions and agree that you will contact us directly if you have any problems with the instructions. We may modify the services and features from time to time at our sole discretion. In the event of any modifications, you are responsible for ensuring an understanding of how to use Online Services as modified. You also accept responsibility for making sure that you know how to properly use your devices and we will not be liable to you for any losses caused by your failure to properly use the service, features or your devices.

**Business Day Disclosure.** Every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before the daily cut-off time (5:00 p.m. Arizona observed time) on a business day, we will consider that day to be the day of your deposit. Transactions received after the business day cut-off time or on non-business days will be processed the next business day. Our system may accept loan payments after the business day cut-off through Online Services, but we reserve the right to use an effective date of the next business day for transactions received after our daily cut-off. Online Service may be interrupted for a short time each day for data processing.

**Funds Availability:** Refer to the *Accounts and Services of Arizona Financial Membership Agreement* for information related to funds availability.

**System Availability:** Access to Online Services may be unavailable at times for (1) scheduled maintenance, such as service upgrades; (2) unscheduled maintenance, such as unforeseen maintenance; (3) system outages resulting from an unforeseen event, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service or electrical outages; (4) internet service provider failure/unavailability; and/or (5) data processing interruptions.

**Finance Charges on Transfers:** Each transfer made from your Arizona Financial credit card account, line of credit account or home equity line of credit account is considered a cash advance. Finance charges begin to accrue from the effective date of transfer in accordance with the terms of your credit agreement(s).

**Our Liability:** If we do not properly complete a transfer according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, through no fault of ours: (1) your account does not contain enough money to make the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or another financial institution; and/or (4) the money in your account is subject to legal process or other claim.

The Credit Union will have no liability for failure to complete a payment or transfer you initiate or attempt to initiate through Online Services under any of the following circumstances: (1) you did not properly follow software or Online Services instructions on how to make the transfer or payment; (2) you did not give the Credit Union complete and correct instructions or information to process your transaction request; (3) you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor; (4) the Credit Union made a timely payment but the payee/vendor did not promptly credit your payment after receipt; (5) your PC and/or software malfunctioned; (6) the transfer or payment could not be completed due to system unavailability or a

telecommunication or internet service provider service failure; and/or (7) the transaction was blocked to protect system integrity or security.

Your Liability and Responsibility: You are responsible for all transfers and payments you initiate and authorize using Online Services. If you permit other persons to use Online Services and your User ID and Password, you are responsible for any transactions they authorize from any of your accounts. Notify us IMMEDIATELY if you believe your User ID and Password has been lost, stolen or used without your permission. Telephoning, 602-683-1000 or 1-800-523-4603 is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your line(s) of credit.

You are solely responsible for the selection, installation, maintenance and operation of your access devices and software. The Credit Union expressly disclaims any and all liability as relates to the improper use of your access devices and the transmission of data except as provided by statute. The Credit Union is not responsible for any errors or failures due to any malfunction of your access devices or the software, virus or any problems that may be associated with the use of an online service.

**Enforcement:** You agree to be liable to the Credit Union for any liability, loss or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss or expense from your account without prior notice to you. In the event either party brings a legal action to enforce this Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Arizona law, to payment by the other party of its reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement.

**Right to Receive Documentation:** Your completed Online Services transactions will appear on your periodic statements. You will get a monthly statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by inquiry of your transactional account history using Online Services.

**Fees and Charges:** There are currently no fees for the Online Services or the termination thereof. However, the Credit Union reserves the right to impose fees or to change any fee structure with or without notice as required by law. You are solely responsible for the payment of any internet service provider and telephone and utility company charges incurred in connection with accessing any of these services.

**Stop Payments:** A Stop Payment order **cannot** be placed once an Online Service transfer has been initiated by you and accepted by the system, or a bill payment transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. (Note: Transfers cannot be corrected via Online Services when made as transfer/payments to closed-end loan accounts. Contact the Credit Union if you require reversal of these transactions or need additional assistance.) For further information on placing stop payments on bill payment transfers before payment is made, refer to the Bill Pay Service Agreement.

**Information Disclosure:** We will disclose information to third parties about your account or the transfers you make: (1) when it is necessary for completing transfers; (2) in order to comply with government agency or court orders; (3) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; and/or (4) if you give us your written permission.

**Changes to Terms and Conditions:** We may change or amend any part of this Agreement at any time, including changes in terms, conditions and fees as long as we give you advance notice as required by law. Notification will be sent to you electronically.

Termination and Automatic Deactivation of Service: You may terminate your Online Services at any

time by providing written notice to the Credit Union requesting that your User ID be terminated and immediately discontinuing use of the service. Upon receipt of your written request, we will resume printing and mailing your periodic and Visa credit card statements. You are solely responsible for notifying any participating merchants (when applicable) that you have terminated your bill payment transfer capabilities.

If you do not utilize the Online Services (by not logging on to the service) for a three-consecutive-month period, your User ID and or Password may expire. If this occurs and you wish to reactivate your Online Services, you must contact the Credit Union by telephone or in person. We reserve the right to require written reapplication before we reactivate your Online Services access.

The Credit Union may also terminate the Online Services at any time. Whether you or the Credit Union terminates your Online Services, the termination shall not affect your obligations for transfers or payments made prior to termination.

**Governing Law:** This Agreement is made in Arizona and shall be governed by the laws of the State of Arizona to the extent that Arizona Law is not inconsistent with controlling Federal Law.

#### **CARD CONTROLS**

Card Controls allows cardholders to manage their transactions and spending through our banking online platform. It provides features such as setting spending limits, receiving real-time alerts, and temporarily disabling or enabling the card providing cardholders control over their card enhancing their financial security.

Card Controls limitations and parameters that you have turned on may not be available during certain limited times, such as maintenance periods or during unforeseen circumstances regarding your card processing. Please be advised that these instances when the Card Controls services are unavailable may occur even if other online services are operational. During such occurrences, the limitations you have in place on the use of your card will not function to prevent your card from being used. For example, if you have enabled your Card Controls to block gasoline purchases on your card, during such an unforeseen circumstance gasoline purchases would be allowed. It is your responsibility to monitor your card transactions and utilize the dispute process for any unauthorized transactions. Please be aware that you cannot disable a function on your card using Card Controls when using the recurring transactions feature to make scheduled payments on your card. In other words, recurring transaction (e.g., monthly membership payments) will be made on your card even if you have selected that all payments be turned off through Card Controls.

To the extent permitted by law, Arizona Financial is not liable for personal injury, or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use or inability to use the Application, however caused, regardless of the theory of liability (contract, tort or otherwise), even where Arizona Financial has been advised of the possibility of such damages. It is your responsibility to regularly monitor your card transactions and functionality of your Card Control selections.

Furthermore, Arizona Financial is not liable in the event of any unavailability of the Card Controls services. or if the Card Controls services cannot be accessed due to any downtime of our online services.

### INTERACT SERVICE

Interact is a mobile push notification and messaging platform and service. To use this platform and service, you must affirmatively agree to receive such push notifications and agree to allow the mobile banking application to view your geolocation. Interact will be used to provide targeted messages and offers such as account alerts for a card compromise, loan offers, status updates and offers based on your location such as an offer from a nearby restaurant.

Interact operates from low-ambient Wi-Fi and cell tower data to determine the geolocation of your mobile access device and does not rely upon Global Positioning System (GPS).

To disable Interact and its push notifications and geolocation, use your mobile access device; select Settings; select the Push Notification Menu: and deselect the option.

#### PURCHASE REWARDS OFFERS PROGRAM

**Licensing and Restrictions:** You are granted a personal, limited, non-exclusive, non-transferable license to electronically access and use the Purchase Rewards application to benefit from your debit card purchases.

The term "Purchase Rewards Offers" also means "Offers Program" and includes other programs, tools, internet-based services, components and any updates (such as, service maintenance, Purchase Rewards information, help content, bug fixes and/or maintenance releases) of Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following: (1) access or attempt to access any other systems, programs or data that are not made available for public use; (2) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Offers Program; (3) permit any third party to benefit from the use or functionality of the Offers Program, or any other services provided in connection with it, via a rental, lease, timesharing, service bureau or other arrangement; (4) transfer any of the rights granted to you under this license; (5) work around any technical limitations, use any tool to enable features or functionalities that are otherwise disabled in the Offers Program, or decompile, disassemble or otherwise reverse engineer the Offers Program as otherwise permitted by applicable law; (6) perform or attempt to perform any actions that would interfere with the proper working of the Offers Program or any services provided in connection with them, prevent access to or the use of the Offers Program or any of the services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Offers Program; or (7) otherwise use the Offers Program or any services provided in connection with it except as expressly permitted.

**Copyright:** The Purchase Rewards Offers Program is protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**Your Information:** You are responsible for: (1) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information and any other security or access information used by you to access the Offers Program or any services provided in connection with your account(s) with us (collectively, "Licensee Access Information"); and (2) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Offers Program or any services provided in connection with them (collectively, "Account Data").

You are responsible for providing access and assigning passwords to other users, if any, under your account for the Offers Program or any services provided in connection with them, and ensuring that such authorized users comply with the applicable Agreement(s). You will be responsible for all electronic communications, including account registration and other account holder information, e-mail and financial, accounting and other data ("communications") entered using the Licensee Access Information. You agree that any communications received through use of the Licensee Access Information is deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Offers Program or any services provided in connection with it (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Offers Program or any services provided in connection with it to you, including updating and maintaining account data, addressing errors or service interruptions and to enhance the types of data and services we may provide to you in the future.

**Third Party Services:** In connection with your use of the Offers Program, or any other services provided in connection with it, you may be made aware of services, products, offers and promotions provided by

third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

Third Party Websites: The Offers Program may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant or make any representations with respect to Third Party Websites, and the inclusion of any link in the Offers Program or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**Export Restrictions:** You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

**Terms and Conditions:** If you decide to participate in the Purchase Rewards Offers Program, you acknowledge and agree to the following terms and conditions of service.

- Purchase Rewards: You will earn rewards for your participation in the Offers Program based on total purchases. If you participate in the Offers Program, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Offers Program deposit account which is associated with the Offers Program.
- Purchase Rewards Offers Account: You must use the debit card associated with the Offers
  Program account in order to receive the offers which qualify for the rewards. Rewards will not be
  earned for any portion of your purchase that you pay for with store credit, gift certificates or other
  payment types.

Purchases must be made as indicated in the offers made available under the Offers Program. Each offer will specify whether the purchase can be made online, at a store location or by telephone to be eligible for and Offer. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must pay using the debit card associated with the Offers Program account in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your Internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive an Offer. Please note that you will not

earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back or other incentives offered by any of the merchants in the Offers Program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- · Your inability to comply with offer guidelines.
- The accuracy, timeliness, loss or corruption or in ability to deliver any qualifying purchase information or any other information.
- Unauthorized access to your account(s) or to your account information and any
  misappropriation or alteration of your account information or data, to the extent that the
  unauthorized access results from your acts or omissions.
- Your inability to access your account(s) including, but not limited to, failure of electronic
  or mechanical equipment, interconnect problems with telephone providers or internet
  service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

#### **CONTACT INFORMATION**

Maricopa County: 602-683-1000 All other areas: 1-800-523-4603

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