

## **BECU Money Manager Terms and Conditions, Money Desktop End User License Agreement, and**

### **Money Desktop Privacy Policy.**

#### **Money Manager Services**

You are accessing services provided to you from Boeing Employees' Credit Union ("BECU") by way of our third party service provider, Money Desktop. You are being asked to agree to the legally binding agreements: BECU Money Manager terms and conditions, Money Desktop's End User License Agreement, and Money Desktop's Privacy Policy, all as provided below ("Terms"). Therefore, we encourage you to read this thoroughly and carefully.

These Terms constitute an agreement between you ("you", "your", or "user") and BECU including our affiliates and third party service providers ("BECU", "our", "we" or "us"), and Money Desktop, pertaining to your use of the 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.

BECU may from time to time update these Terms and 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 BECU.

BECU and Money Desktop 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 Service provided by BECU and Money Desktop is not intended to provide legal, tax, or financial advice. The Service is not a financial planner, broker or tax advisor. The Service is intended to assist you in organizing your financial and account information and is broad in scope. You should not rely on the information provided in the Service 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 a free personal financial management tool that allows you to upload financial and account information and include it in a portfolio accessible from BECU's Online Banking, from where you may access, retrieve and maintain financial information. You may upload any financial information and accounts that are available to you from other, non-BECU institutions. You may organize, consolidate, view and, track your financial and account information all in one location ("Services"). Through the Service, you may request that certain alerts concerning your financial information and account usage and status be sent to your email or text ("Alerts"). The Service automatically uploads your BECU accounts and they are included in your Money Manager portfolio along with any other non-BECU accounts that you upload to your Money Manager portfolio. From time to time BECU

may modify the Services and add, change, or delete features of the Services, in its sole discretion, without notice to you.

You agree to provide accurate, current and complete information about your accounts at other banks, organizations, or institutions when uploading them to your portfolio, 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 errors in information generated.

You are solely responsible for:

(a) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the Services (collectively, "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.

BECU shall assume that any Communications received through use of the Login Information were sent or authorized by you. You agree to immediately notify BECU 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 to BECU and its affiliates, Money Desktop, partners, licensors, employees, distributors and agents permission to use the Login Information to enable BECU to provide the Services to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services BECU may provide to you in the future.**

**BECU and its affiliates, Money Desktop, partners, licensors, employees, distributors and agents may use, modify, display, distribute and create new materials using the Login Information, Account Data and/or your Communications to provide the Services to you. By submitting Login Information, Account Data and Communications, you agree that BECU may use your Login Information, Account Data and Communications for the purposes such as to send you marketing information regarding opportunities to refinance loans or to market other opportunities to you, all without any particular time limit and without BECU's payment of any fees.**

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

To the extent that you request customer service or other assistance from BECU or Money Desktop you agree that BECU 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 we and Money Desktop 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 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 BECU AND MONEY DESKTOP ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE";

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, BECU, OUR AFFILIATES, AND MONEY DESKTOP, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE SERVICES AND ANY THIRD-PARTY SERVICES, IN WHOLE OR IN PART, INCLUDING

(i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT,

(ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED,

(iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE,

(iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE SERVICES OR THIRD-PARTY SERVICES, IN WHOLE OR IN PART,

(v) ANY WARRANTY THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND

(vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE CORRECTION OF DEFECTS IN THE SERVICES, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE;

(d) ANY MATERIAL DOWNLOADED, 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 THIRD-PARTY SERVICES; AND

(f) THE CURRENT STATE OF THE SITE AND THE SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN SERVICES MAY OCCUR.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BECU OR MONEY DESKTOP 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, BECU, ITS AFFILIATES, AND MONEY DESKTOP, 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.

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

THE LIMITATIONS OF DAMAGES SET FORTH IN THESE TERMS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN BECU, MONEY DESKTOP AND YOU. BECU AND MONEY DESKTOP 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, BECU, AND MONEY DESKTOP 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 BECU and Money Desktop, 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, 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 BECU and/or Money Desktop 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-BECU account information available from others. BECU has no control over the provision of or access to Account Data.

BECU does not guarantee your Institutions' services. You agree that you may or may not be able to use the Services in conjunction with your Institutions' services, and that BECU and Money Desktop disclaims 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), 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 BECU and Money Desktop.**

You expressly authorize BECU and Money Desktop, 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, BECU or Money Desktop as your agent with limited power of attorney to access and retrieve Account Data on your behalf. You further acknowledge that BECU does not (nor does Money Desktop), 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 BECU and Money Desktop 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 BECU or Money Desktop access and retrieve your Account Data, BECU and Money Desktop 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 access the Account Data, (ii) Institutions may make changes to their websites, with or without notice to BECU or our third party service provider, that may prevent or delay aggregation of information 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 BECU and Money Desktop 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 BECU, and/or Money Desktop 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**

BECU and Money Desktop 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. BECU and Money Desktop shall not be liable to your any third party should we excise our right to modify or discontinue the Service.

### **Delete Non-BECU Accounts**

You may delete previously uploaded non-BECU 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 Money Desktop.**

### **Termination of Service**

BECU or Money Desktop may at any time terminate your access to the Services for any reason, including:

- 1) You have breached a provision of these Terms, including Money Desktop's End User License Agreement and/or Money Desktop 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, Money Desktop's End User License Agreement and/or the Money Desktop Privacy Policy;
- 2) We and Money Desktop are required to do so by law;
- 3) Money Desktop's partner has terminated its relationship with Money Desktop or has ceased to offer the Service to you;
- 4) We or Money Desktop has deemed the Service no longer commercially viable.

### **Contact Information for BECU**

Boeing Employees' Credit Union  
P.O. Box 97050  
Seattle, WA 98124-9750  
800-233-2328  
[www.becu.org](http://www.becu.org)

## **End User License Agreement and Money Desktop's Privacy Policy**

### **End User License Agreement**

As BECU's third party service provider, Money Desktop is allowing BECU members access to its Personal Financial Management tool, and when you access the tool, Money Desktop is collecting, using, and retaining your personal information as indicated in Money Desktop's Privacy Policy. By indicating your acceptance of the Terms, you are also agreeing to Money Desktop's End User License Agreement, and Money Desktop's Privacy Policy.

### **Limitations**

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

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

(G) not use the Services to infringe any third party's Intellectual Property Rights; (H) not transmit through the Services, through feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; and (I) not bypass or disable any security mechanisms in the Services.

### **Proprietary Rights**

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

### **Export Restrictions**

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

### **Use by the U.S. Government**

The Services provided under these Terms are a commercial item, as defined in FAR 2.101; specifically, one or more commercial computer software programs developed exclusively at private expense, used for nongovernmental purposes, and licensed to the public. Any use by the U.S. Government of the Services shall be in accordance with this Agreement, as stated in FAR 12.212. If the U.S. government is deemed to have use rights under FAR 52.227 or DFARS 227, all use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19, and all use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of this Agreement, as stated in DFARS 227.7202. The manufacturer of the Services is Money Desktop, Inc., whose corporate headquarters is located at 251 River Park Dr. Suite 200, Provo, UT 84604 and whose telephone is (801) 669-5500.

### **No Waiver**

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



### **Exclusive Agreement**

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

### **Endorsements**

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

### **Miscellaneous**

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

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

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

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

### **Choice of Law and Forum for Disputes Concerning this End User License Agreement**

By visiting or using the Site and/or the Services, you agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern this End User License Agreement. To the extent that these Terms conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by Law. You agree that any claim or dispute of any sort that might arise between you and Money Desktop, its officers, directors, employees, agents or affiliates must be brought in Salt Lake County or Utah County,

Utah, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue. You understand that, in return for your agreement to this provision, Money Desktop is able to offer the Services as these Terms designate and that your assent to this provision is an indispensable consideration to these Terms.

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

**Contact Information for BECU's third party service provider, Money Desktop**

MoneyDesktop, Inc.  
251 River Park Dr. Suite 200  
Provo, UT 84604  
[support@moneydesktop.com](mailto:support@moneydesktop.com)

**Privacy Policy**

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

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

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

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

Please direct your queries pertaining to the Services or this Policy to us at: [support@moneydesktop.com](mailto:support@moneydesktop.com)

**Collection of Your Personal Information**

We collect information for the purpose of providing our users with valuable products and services and use the information collected to improve these products and services. For purposes of this Policy, "Personally Identifiable

Information" means information that identifies you individually, such as your name, address, phone and fax numbers or email address. When you register to use the Services, you may be asked for basic registration information, such as your name, email, phone number, age, gender and zip code. We may request additional personal information from time to time in order to provide you with other benefits of the Services. In all such instances, you will be given the option to decline to provide that information.

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

All transaction details are recorded by MoneyDesktop. This information is used to provide financial information, assistance, and functionality within the Services. These details, other than in aggregate non-personally identifiable form, are not shared with any third parties, other than your financial institution making the Service available to you through your financial institution's Online Banking service.

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

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

#### **Use of Your Personally Identifiable Information**

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

#### **We use and disclose your Personally Identifiable Information only as follows**

- when you expressly give us permission;
- with your financial institution from which you signed up for the Services, where applicable;
- to analyze and improve the Services;
- to deliver to you any administrative notices and communications relevant to your account and/ or your use of the Services;
- in a restricted manner to parties who perform services for us and are bound by these same privacy restrictions;
- when required by law, or as necessary to comply with any applicable law, regulation, legal process, governmental request or court order;
- to enforce our Terms and or this Policy, including investigation of potential violations thereof;
- to detect, prevent, or otherwise address fraud, security or technical issues;

- to protect against harm to the rights, property or safety of MoneyDesktop, its users or the public as required or permitted by law;
- to respond to an emergency; and
- as otherwise may be set forth in this Policy.

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

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

### **Security**

We use industry accepted standards, protocols and precautions to protect your Personally Identifiable Information from loss, misuse, unauthorized access or disclosure, alteration or destruction. We maintain physical, electronic and procedural safeguards for your Personally Identifiable Information, including using firewall barriers, encryption techniques, authentication procedures, SSL (secure socket layer) encryption, and physical safeguards. You should recognize, however, that there is no such thing as "perfect security" on the Internet; no method is 100% effective at all times and we make no such guarantees. In addition, because Internet communication may be unsecure, it is also possible that the information you supply to us or your access of any information via the Services may be intercepted during transmission. WE CANNOT BE LIABLE FOR BREACH OF OUR SYSTEMS OR INTERCEPTION OF OUR TRANSMISSION AND, FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PROVIDED UNDER LAW, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR USE OF THE SERVICES.

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

### **Cookies**

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

We employ the use of cookies on the Services to keep track of user preferences as well as to monitor traffic and usage. "Cookies" are alphanumeric identifiers in the form of text files that are inserted and stored by your Web

browser on your computer's hard drive to recognize the user. A cookie also assists in keeping you logged into your MoneyDesktop account. MoneyDesktop may also employ the use of pixel tags from time to time to help better understand Site traffic and improve user preferences for a better user experience. (Pixel Tags refer to clear gifs, and web beacons which are 1x1 images set on web pages to track page traffic.) Most Internet browsers will allow you to stop cookies from being stored on your computer and to delete cookies stored on your computer. Please note, however, that if you choose to restrict the use of cookies, the full functionality of the Services may be impaired.

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

### **Email Services**

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

### **Advertisers and Third Parties**

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

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

In addition, we may disclose Personally Identifiable Information to certain third parties if you have requested or authorized the disclosure of such Personally Identifiable Information.

### **Business Transfers**

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

### **Profiles**

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

### **Note to International Users**

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

### **Choice of Law and Forum for Disputes**

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