

9/23/2010 – Disclosure update for Purchase Rewards

ELECTRONIC FUND TRANSFER SERVICES INITIAL DISCLOSURE

Electronic fund transfer services are regulated by FRB Regulation E in compliance with the Electronic Fund Transfer Act. If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. The following are the terms and conditions under which the Credit Union offers these services.

Types of Available Transfers: The following types of electronic fund transfer services are available at the Credit Union:

1. direct deposit of funds to your checking, share or IRA accounts;
2. preauthorized automatic withdrawals from your checking or share accounts on a recurring basis (including payments to your GECU Credit Card accounts);
3. withdrawals from your checking account through the use of your GECU ATM and MasterMoney Cards, including transactions initiated at Point-of-Sale (POS) terminals for the purchase of goods or services or the receipt of funds;
4. withdrawals from your share account through the use of your GECU ATM and MasterMoney Cards;
5. transfers of funds from your checking and share accounts initiated by telephone through the use of our audio response system, SmartLine;
6. transfers of funds at an ATM between the checking and share accounts associated with the GECU ATM and MasterMoney Cards;
7. transfers of funds from your checking and share accounts initiated via the Internet through use of our website, SmartBranch;
8. checks converted by a merchant to an electronic check. If you pay for something by check and the merchant or other payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for purchases or to pay bills. You may also authorize a merchant to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.
9. preauthorized automatic withdrawals from your checking or share accounts on a recurring basis through use of GECU's Bill Pay service.

TRANSFER LIMITATIONS

NOTE: MONEY MARKET ACCOUNTS ARE CONSIDERED SHARE ACCOUNTS IN THE FOLLOWING DISCLOSURES.

FEDERAL RESERVE BOARD REGULATION D - DURING ANY STATEMENT PERIOD YOU MAY NOT MAKE MORE THAN SIX TRANSFERS AND WITHDRAWALS, OR A COMBINATION OF SUCH TRANSFERS AND WITHDRAWALS, FROM ANY SHARE ACCOUNT OR MONEY MARKET ACCOUNT TO ANOTHER ACCOUNT OF YOURS WITH US OR TO A THIRD PARTY BY MEANS OF A PREAUTHORIZED OR AUTOMATIC TRANSFER, OR TELEPHONIC (INCLUDING DATA TRANSMISSION) AGREEMENT ORDER OR INSTRUCTION, INCLUDING SUCH TRANSFERS MADE BY CHECK, DRAFT, DEBIT CARD OR SIMILAR ORDER MADE PAYABLE TO A THIRD PARTY. AUTOMATED CLEARING HOUSE (ACH) DEBITS, INTERNAL FUNDS TRANSFERS (EXCEPT TRANSFERS TO PAY YOUR LOANS WITH US), AND TRANSFERS TO COVER OVERDRAFTS ARE INCLUDED IN THIS LIMITATION.

Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting:

Tell us AT ONCE if you believe your MasterMoney Card, GECU ATM Card, or any PIN we have issued to you has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). **Note: If your Card can be used to access a line of credit account directly, then your liability for unauthorized use of the Card in connection with the line of credit account is governed by your line of credit agreement unless the unauthorized access to the line of credit account was for overdraft protection purposes, in which case the disclosures below will apply.**

For Unauthorized Transactions Using Your MasterMoney Card:

If you believe your Card has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card without your permission. The foregoing liability limitation does not apply unless (a) you have exercised reasonable care with the Card, (b) you have not reported two or more incidents of unauthorized use on your account within the preceding 12 months, and (c) your account is in good standing.

If you do not meet these conditions and MasterCard International processed the transaction, your liability will not exceed \$50. If you do not meet these conditions and someone other than MasterCard International processed the transaction, your liability will be determined under the standards set forth below for all other transactions.

If you tell us within two business days, you will not be held liable if someone used your Card without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Anytime you believe your SmartLine PIN has been compromised, in addition to notifying us, you should change your PIN to protect your accounts by calling SmartLine (available 24 hours a day) at:

**(915) 778-0009 in the El Paso area,
1-800-772-0009 nationwide or
for TDD (915) 774-6080
and follow the directions for a PIN change.**

* If your SmartBranch PIN has been compromised, log on to our website at www.gecu-ep.org, click on the SmartBranch icon, and follow the directions for a PIN change. Remember, it is your responsibility to change your SmartLine PIN immediately after becoming a GECU member.

Contact in Event of Unauthorized Transfer: If you believe your MasterMoney Card has been lost or stolen, or if you believe your MasterMoney PIN has been used to transfer funds from your account(s) without your permission, call us 24 hours a day:

1-800-442-4757

or write:

GECU

Attn: Card Services Department

P. O. Box 20998

El Paso, Texas 79998-0998

If you believe your GECU ATM Card has been lost or stolen, or if you believe your GECU ATM Card/PIN, SmartLine or SmartBranch PIN has been used to transfer funds from your account(s) without your permission, call during our operating hours:

(915) 778-9221 in the El Paso area, or

1-800-772-GECU (4328) nationwide;

or write to us at the address below:

GECU

Attn: SmartCall

P. O. Box 20998

El Paso, Texas 79998-0998

If you believe that through any other type of Credit Union electronic fund transfer service somebody has or might transfer funds from your account(s) without your permission, call during our operating hours:

**(915) 778-9221 in the El Paso area,
1-800-772-GECU (4328) nationwide**

or write:

**GECU
Attn: SmartCall
P. O. Box 20998
El Paso, Texas 79998-0998**

You can contact us on any business day. Our business days are Monday through Saturday (holidays are not included). Our SmartCall hours are:

Monday through Thursday	9:00 AM - 5:00 PM
Friday	9:00 AM - 6:00 PM
Saturday	9:00 AM -12:00 noon

Our office operating hours are:

Monday through Thursday	9:30 AM - 5:00 PM
Friday	9:30 AM - 6:00 PM
Saturday	9:00 AM -12:00 noon

Credit Union's Liability: If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement(s) with you, we will be liable for your losses or damages. However, there are some exceptions to this rule. For instance, we WILL NOT be liable:

1. if through no fault of ours, you do not have sufficient funds in your account to make the transfer;
2. if the transfer would exceed the available balance in your preauthorized overdraft protection account(s);
3. if the transfer would exceed the FRB Regulation D monthly transfer limit from a share account for those types of transactions which are governed by this limit;
4. if the terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
5. if circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken;
6. when there are other exceptions stated in our agreement with you.

Documentation:

- a. *Terminal Transfers* - You can get a receipt at the time you make any transfer to or from your account using an ATM or POS terminal except that a receipt may not be available for some transactions of \$15 or less.
- b. *Preauthorized Credits* - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call SmartLine at:

**(915) 778-0009 in the El Paso area,
1-800-772-0009 nationwide,
TDD (915) 774-6080**

or call us at (915) 778-9221 during regular business hours to find out whether or not the deposit has been made. There are no limitations to the number or the amounts of the deposits you can make through direct deposit.

- c. *Periodic Statements* - You will get a monthly account statement for your checking account. You will get a quarterly account statement for your share account unless there are transfers in a particular month. In that case, you will get a share account statement monthly.

Preauthorized Payments:

- a. *Right to Stop Payment and Procedure for Doing So* - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call during our business hours:

**(915) 778-9221 in the El Paso area,
1-800-772-GECU (4328) nationwide**

or write:

**GECU
Attn: SmartCall
P. O. Box 20998
El Paso, TX 79998-0998**

in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. In addition, if you notify us that your authorization is no longer valid, we may confirm that you have informed the payee that your authorization has been revoked, and we may require a copy of your revocation of authorization as written confirmation, to be provided within 14 days of any oral notification. If we do not receive the required written confirmation within this time period, we may honor subsequent debits to the account. You may incur a fee for a stop payment as set forth in the *Member Services Fee Schedule*.

- b. *Notice of Varying Amounts* - If these regular payments may vary in amount, the person you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- c. *Liability for Failure to Stop Payment of Preauthorized Transfer* – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Your MasterMoney Card Transactions: Upon Credit Union approval, you may receive a MasterMoney Card. (Refer to the *MasterMoney & GECU ATM CARD AGREEMENT* section in this brochure for complete details.) The Card is used to initiate withdrawals from your checking account to purchase goods or services from merchants participating in the MasterCard® MasterMoney program. The Card is also used as an ATM card (refer to the section immediately following for full details about ATM transactions).

There are no limitations to the number of times you can use your MasterMoney Card, but POS purchases/cash advances and other purchase transactions cannot exceed the amount currently available in your checking account plus any available funds in your preauthorized overdraft protection account(s). Overdraft from your share account caused by a MasterMoney Card POS transaction will not be allowed if the transaction would exceed the limit imposed by FRB Regulation D. Please refer to the Types of Available Transfers section for information about FRB Regulation D transfers.

Your ATM Card Transactions - GECU ATM / MasterMoney: Upon Credit Union approval, you may receive a GECU ATM Card. (Refer to the *MasterMoney & GECU ATM CARD AGREEMENT* section in this brochure for complete details.) Both your ATM and MasterMoney Card may be used to withdraw funds at an ATM from your pre-selected checking and share accounts. Cash advances through loan add-ons to your preapproved Checking Line Of Credit are available only at proprietary ATMs (an ATM owned and operated by the Credit Union). In addition, these Cards may be used to initiate POS transactions for the purchase of goods or services or to obtain funds from your checking account from merchants participating in a POS program.

There are no limitations to the number of times you can use your Cards at an ATM. However, total ATM withdrawals each day will be limited to a maximum of \$700.00 (per Card) unless otherwise approved by the Credit Union.

Fees: You will be charged a transaction fee for each withdrawal initiated at a non-proprietary ATM. For each attempted withdrawal at a nonproprietary ATM denied due to insufficient available funds in your

account(s), including funds from your preauthorized overdraft protection account(s), you will also be charged a fee. These fees are set forth in the *Member Services Fee Schedule*. In addition, when you use a nonproprietary ATM, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).

Confidentiality: We may find it necessary to disclose information about your account or electronic fund transfers to or from your account to third parties:

1. where it is necessary for completing transfers;
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with court orders, subpoenas, levies, summonses and other legal processes;
4. in order to comply with federal regulations governing electronic fund transfers;
5. if you give us your written permission.

In Case of Errors or Questions About Your Electronic Transfers: Call during our operating hours:

**(915)778-9221 in the El Paso area,
1-800-772-GECU (4328) nationwide**

or write:

**GECU
Attn: SmartCall
P. O. Box 20998
El Paso, TX 79998-0998**

as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared:

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

This disclosure has been updated to include information about the Finance Works and Purchase Rewards features of GECU Online Banking. These are two new services designed to make managing your finances online easier than ever before. Both of these features are free and are optional to use. This means that the terms and conditions are effective only if you accept them here and then begin using these products.

- **Finance Works is a personal financial management tool that allows you to view your complete spending picture in one place regardless of where the purchase information comes from.**
- **The Purchase Rewards product enables you to receive cash rewards on goods and services that you already buy today.**

FinanceWorks & Debit Rewards Offers -- End User License Agreement

In addition to the above content, if you decide to use either FinanceWorks or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards 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 and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or 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 Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP. The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) 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 Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers 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 Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were 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 Service, Debit Rewards Offers or any services provided in connection with them (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 Service, Debit Rewards Offers or any services provided in connection with them 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.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii)

publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration

Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES. In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, 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 Service 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 Service, Debit Rewards Offers or any other services provided in connection with them 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.

DEBIT REWARDS OFFERS. If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Debit Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, 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 Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers 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 Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer 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 Rewards.

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 Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) 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, or (iv) 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.

STOP PURCHASE REWARDS: There is an option to stop receiving offers from merchants if you choose to not participate. The link is located within the Purchase Rewards area in Smartbranch.