# Terms, Conditions and Disclosures for Digital Banking Services Abilene Teachers Federal Credit Union

Please read these Terms, Conditions and Disclosures before enrolling in Digital Banking Services with Abilene Teachers Federal Credit Union.

- 1. General. The terms, conditions, and disclosures which appear below apply to Abilene Teachers Federal Credit Union's Digital Banking Services (the "Services"). If you apply for one or more services, you agree that your use of the Services will be governed by the terms of your Account Agreement, these Terms, Conditions, and Disclosures, and any additional terms, conditions, or disclosures that may be provided to you when your application is approved. In these Terms, Conditions, and Disclosures the words, "we," "us," "our," and "Credit Union" refer to Abilene Teachers Federal Credit Union. "You" and "your" refer to each person who applies for one or more of the services, and each Account owner or other person authorized to transact business on any Credit Union account which may be accessed by way of the Services.
- 2. **Computer Equipment and Software**. You will need to have a personal computer, modem, an Internet service provider and a supported browser to access the Services from a desktop or laptop computer. For mobile services, you will need a cell phone or tablet device. To use the Services, you must supply your valid email address and notify us when that email address changes. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your phone company or Internet service provider.
  - a. The credit union does not make any warranties on equipment, hardware or software, or with respect to your internet service provider, either express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.
  - b. We are not responsible for any loss, damage or injury, whether caused by your equipment or software, the Services, or any technical or editorial errors contained in or omissions from any user guide related to the Services. We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the Services, except where the law requires a different standard. You agree to be bound by and to comply with any requirements in any user's guide, instructional manual, or other instructions which we may provide to you in connection with the Services.
- 3. Additional Services. We may introduce new Services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using these Services when they become available, you agree that they will be governed by these Terns, Conditions, and Disclosures as well as any additional terms, conditions, and disclosures we provide to you.
- 4. **Overdrafts**. You agree that your use of the Services and your User ID and password shall be subject to the Overdraft and Overdraft Protection provisions set forth in the Account Agreement.
- 5. **Credential Security**. You agree to keep your user ID and password in confidence, to refrain from disclosing them to any third party and to refrain from recording or displaying your information in such a manner that it will be accessible by third parties. You agree that the use of the user ID and password by you, any other applicant, any party to any of your Accounts which may be

accessed by those credentials, anyone you permit or authorize to use your credentials, and anyone to whom you disclose your credentials or give access to your credentials shall be deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss, theft, or compromise of your User ID and password to us as soon as possible after the loss, theft, or compromise.

- 6. **Electronic Communications.** You expressly agree that we may send any required disclosures or information to you by electronic communication. The term electronic communication means a message transmitted electronically in a format that allows visual text to be displayed on electronic equipment such as a personal computer monitor.
- 7. **Stop Payment**. When you arrange for a Service, you acknowledge and agree that you many not stop payment of account transfers initiated through you use of the Services; provided, however, that under certain conditions you may stop payment of certain pre-authorized payments through our bill payment and presentment services. See the disclosures appearing below for more information regarding your right to stop payment of pre-authorized transfers.
- 8. Termination of Digital Banking Services. You agree that we may terminate this Agreement and your use of the Services if you or any authorized user of your Account or your PIN fail to comply with the terms and conditions set forth in this Agreement, or in any other Agreement you have with us, or if we have reason to believe that there has been or may be any unauthorized use of your Account or your PIN. You or any other party to your Account can terminate this Agreement and the Services by notifying us in writing. Termination will be effective on the first business day following our receipt of your written notice. However, termination of this Agreement for transactions initiated prior to termination. Notwithstanding your termination of this Agreement or the Services, you will remain responsible for any transactions initiated by any person to whom you have furnished your PIN. In addition, be sure to cancel all outstanding bill payment orders before you notify us that you are terminating this Agreement or the Services. We will not be liable for payments that you fail to cancel, or that were made because you failed to notify us promptly that you were terminating the Services.
- 9. Amendments to this Agreement. We reserve the right to amend this Agreement and to change the terms and conditions governing our Digital Banking Services at any time subject to such notice as may be required by applicable law. Your use of the Services following receipt of any such notice will constitute your acceptance of any such change. Your use of the Digital Banking Services is subject to existing regulations governing your Accounts and any future changes to those regulations.
- 10. Enforcement and Governing Law. You agree to be liable to us for any liability, loss or expense which we may incur as a result of any dispute involving your Accounts or the Services. You authorize us to deduct any such liability, loss or expense from your Account without prior notice to you. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Texas, and by the bylaws of Abilene Teachers Federal Credit Union as they now exist or may be hereafter amended. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent that any such law, regulation or rule may be modified by agreement between us.

11. **Inactive Digital Banking Accounts**. If you have not used your digital banking account for a period of 120 consecutive days, we may choose to deactivate your digital banking access. (In no way does this affect your ability to access your accounts in person or on the phone.) You can reactivate your digital account at any time by signing back on as a new user.

# **Electronic Fund Disclosures**

The following disclosures provide important information concerning your rights and responsibilities when you make transfers to and from your Accounts using the Services.

**Contact in Event of Unauthorized Transfer**. If you believe your User ID and/or password has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call or write to us at:

Abilene Teachers Federal Credit Union P.O. Box 5706 Abilene, TX 79608 325-677-2274 or 800-677-6770

### **Transfer Types and Limitations**

Transactions involving your Accounts, including Share Draft (Checking) Account stop payment requests, will be subject to the terms of your account agreement.

- 1. Account Access Services. The following transactions are available through the Services:
  - a. Perform Account balance inquiries and transaction history inquiries
  - b. Transfer funds (including loan payments) between your Accounts with the same member number
  - c. Transfer funds to another member number if proper authorization has been previously made
  - d. Download you Account information to Quicken or QuickBooks financial software programs
  - e. Make bill payments to designated merchants, persons or entities permitted by the Credit Union
  - f. Obtain information (payee, payment status, etc.) about your bill payments
  - g. Communicate with us using email
  - h. Conduct other transactions permitted by Abilene Teachers Federal Credit Union

# 2. Bill Payments.

- a. Bill payments may be transacted from your Share Draft (Checking) Account only. You may not make bill payments to governmental agencies or courts, or to payees outside of the United States. We reserve the right to refuse to pay any payee to whom you direct a payment. If we decide to refuse to pay a payee, we will notify promptly except in the case of payments directed to governmental entities or foreign payees as set forth above.
- b. By providing the Services with the name and account information of those persons or entities to whom you wish to direct payment, you authorize the Services to follow the payment instructions that it receives from you. When the Services receives a payment instruction from you, you authorize the Services to debit you Checking Account and remit

funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible.

- c. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. When you initially set up each of your bill payment payees, the system will notify you whether a payment or payments to the payee will be made by means of an electronic payment or by paper draft. Because of circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even an few days longer to be credited by your payee to your account. For that reason, you must schedule all payment dates at least three business days before the actual payment due date if the bill payment or finance charges that may be assessed by your payee as a result of a late payment f you do not comply with this procedure.
- d. When you designate a payment date for a bill payment, your payment will be sent to the merchant, institution or individual on the date you select or the next business day if that date falls on a weekend or a holiday. Payments will be posted to your account within two business days of the date that the payment was sent to the merchant, institution or individual. Please consult your Abilene Teachers Federal Credit Union Bill Payment and Presentment User Guide for more information concerning scheduling of bill payments.
- 3. Limitations of Transfers from your Credit Union Share Accounts. Electronic drafts cannot be mad from Share (Savings) Accounts.
- 4. Fees.
  - a. There is currently no fee for account access. Pricing for all fees associated with the Services is subject to change.
  - b. You understand that if you do not have sufficient funds in you Account, you are responsible for making alternative arrangements for the payment or rescheduling the payment through the Services. We reserve the right to suspend you access to the Services until all non-sufficient funds issues have been resolved. There is a \$25 fee for each stop payment order you make in connection with the Services.
  - c. You agree to pay the fees and charges set forth above, and authorize the Services to charge you Share Draft (Checking) Account for these amounts and any additional charges that you may incur. These fees are subject to change at any time.

# **General Information Regarding Electronic Transfers**

- 1. Business Days. Our business days are Monday through Friday except for federal holidays.
- 2. Documentation. You will receive a confirmation screen with reference information after every transfer you make. You may save or print this information for your records. All payments and transactions made using the Services will be listed on your monthly account statement that you receive from us.
- 3. Confidentiality. We will disclose information to third parties about your Account or the transfers you make:
  - a. Where it is necessary for completing transfers, or

- b. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- c. In order to comply with government agency or court orders, or
- d. If you give us permission.

### Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting

- Tell us at once if you believe your login credentials have been lost, stolen, or compromised. 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, if any). If you tell us within two business days, you can lose no more than \$50 if someone used your PIN without your permission.
- 2. If you do not tell us within two business days after you learn of the loss or theft of your digital credentials, and we can prove we could have stopped someone from using your login credentials without your permission if you had told us, you could lose as much as \$500.
- 3. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- 4. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### **Pre-Authorized Payments**

- 1. **Right to Stop Payment and Procedure for Doing So**. If you have arranged to have regular payments made from your Account, you can stop any of these payments by calling or writing to us at the number and address listed below. You must notify us 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 fourteen (14) days after you call. A fee as set forth above in the ATFCU fee schedule will be imposed for each stop payment order you give.
- 2. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be unless you have agreed with the merchant to receive notice only when a transfer falls outside a specified range of amounts or only when a transfer differs from the most recent transfer by more than an agreed-upon amount.
- 3. Liability for Failure to Stop Payment of Pre-authorized Transfers. 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.

#### **Credit Union Liability**

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have adequate funds in your Account to complete a transaction, your Account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.

- 2. If you used the wrong access code or you have not properly followed any applicable computer, Internet access, or user instructions for making transfer and bill payment transactions.
- 3. If your computer fails or malfunctions or the Abilene Teachers Federal Credit Union Digital Banking service was not properly working and such problem should have been apparent when you attempted such transaction.
- 4. If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent making the transaction.
- 5. If the funds in your Account are subject to an administrative hold, legal process or other claim.
- 6. If you have not given us complete, correct and current instruction so that we can process a transfer or bill payment.
- 7. If the error was caused by a system beyond our control, such as that or your Internet service provider.
- 8. If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- 9. If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- 10. If there are other exceptions that we may establish from time to time.

### In Case of Errors or Questions about Your Electronic Transfers

If you think your statement is wrong or if you need more information about a transfer listed on the statement, call us as soon as you can at 325-677-2274 or 800-677-6770. We must hear from you no later than sixty days after we send you the first statement on which the problem or error appeared. If you prefer to write us, please address your letter to Abilene Teachers Federal Credit Union, P.O. Box 5706, Abilene, TX 79608.

In your communication, please tell us your name and member number.

- 1. 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.
- 2. 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 ten business days. We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to fortyfive days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten business days for the amount you think is in error, so that you will have the 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 ten business days, we may not credit your Account.

If you give notice of an error within thirty days after the first deposit to an Account is made, we will tell you the results of our investigation within twenty days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety days to investigate your complaint or question. If we decide to do this, we will credit your Account within twenty business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

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.

If there is an error on an electronic transfer made through our bill payment and presentment service please contact the Bill Payment and Presentment Support Center by phone at 1-800-823-7555.for error resolution.

## MX Money Management & Debit Rewards Offers End User License Agreement

In addition to the above content, if you decide to use either MX Money Management or the Purchase Rewards 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 MX Money Management (the "MX Service") solely to manage your financial data, and the purchase rewards application ("Purchase Rewards") to benefit from your debit card purchases.

In addition to the MX Money Management Service and Purchase Rewards, the terms "MX Service" and "Purchase Rewards" also include any other programs, tools, internet-based services, components and any "updates" (for example, MX Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the MX Service or Purchase Rewards if and when they are made available to you by us or by our third-party vendors. Certain MX Service and Purchase 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:

- 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 MX Service site or from the Purchase Rewards program;
- 3. permit any third party to benefit from the use or functionality of the MX Service or Purchase Rewards, or any other services provided in connection with them, 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 in the MX Service, use any tool to enable features or functionalities that are otherwise disabled in the MX Service, or decompile, disassemble, or otherwise reverse engineer the MX Service except as otherwise permitted by applicable law;
- 6. perform or attempt to perform any actions that would interfere with the proper working of the MX Service or Purchase Rewards or any services provided in connection with them, prevent access to or the use of the MX Service, Purchase Rewards 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 MX Service, or
- 7. otherwise use the MX Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

**OWNERSHIP.** The MX Service and Purchase Rewards 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:

- 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 MX Service, Purchase Rewards or any services provided in connection with them, and your accounts 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 MX Service, Purchase Rewards 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 MX Service, Purchase Rewards 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 MX Service, Purchase Rewards or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of License 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 MX Service, Purchase Rewards 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 digital 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:

- 1. conduct database marketing and marketing program execution activities;
- 2. publish summary or aggregate results relating to metrics comprised of research data from time to time; and
- 3. 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 digital 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:

- 1. as pertains to the use, function, or performance of the services which you have selected;
- 2. 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;
- 3. for measuring downloads, acceptance, or use of the services you have selected;
- 4. for the security or protection of the services you have selected;
- 5. for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement;
- 6. to assist us in performing our obligations to you in providing the services you have selected.

If we make additional digital 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 MX Money Management site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the MX Service and any related services, temporarily or permanently, including but not limited to:

- 1. the amount of storage space you have available through the MS Service at any time, and
- 2. the number of times (and the maximum duration for which) you may access the MX 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 MX Service and any related services to which such changes relate. Your continued use of the MX Service or any related services will

constitute your acceptance of and agreement to such changes. Maintenance of the MX Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such MX 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 MX Service, Purchase Rewards, 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**. In connection with your use of the MX Service, Purchase Rewards, 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.

**EXPORT RESTRICTIONS.** You acknowledge that the MX 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 MX 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.

#### **Purchase Rewards**

If you decide you wish to participate in the Purchase Rewards program, you acknowledge and agree to the following terms and conditions of service.

**Purchase Rewards**. You will earn rewards for your participation in the Purchase Rewards program based on total purchases. If you participate in Purchase Rewards, we will credit all cash rewards earned to your rewards balance and send 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 Purchase Rewards deposit account which is associated with the Purchase Rewards program.

**Purchase Rewards Account**. You must use the debit card associated with the Purchase Rewards 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 Purchase Rewards 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 Purchase 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:

- 1. any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards program.
- 2. the rewards information that we provide to you, which is provided "as is" and "as available":
  - a. Your inability to comply with offer guidelines
  - b. the accuracy, timeliness, loss or corruption, or mis delivery of any qualifying purchase information or any other information
  - c. 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
  - d. 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.
- 3. 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.