



## Credit Union Account Aggregation Services Terms of Use

This terms of use agreement (the "Agreement") between you and Navy Federal ("Navy Federal," "we," "us," or "our") governs your use of Navy Federal's account aggregation services (the "Services") and supplements any other agreements, disclosures, or privacy policies that may apply to you. By clicking "Agree", you understand and agree to be bound by the terms and conditions contained in this Agreement as it may be amended from time to time. If you do not agree, then you may not use the Services.

**1. The Services.** The Services enable you to obtain a holistic view of your financial picture by allowing you to retrieve and consolidate information related to your external accounts ("External Accounts") made available by one or more third-party financial institutions or other third-party providers ("External Provider") that you designate, which may include, but is not limited to, account balances, transactions, and holdings ("Account Data"). The Services, as further described below and as supplemented by additional documentation from time to time, may also include additional financial tools, services, features, and functionality, as updated from time to time or as Navy Federal communicates to you. Your use of such additional financial tools, services, features, and functionality will be deemed to constitute your acceptance of, and consent to, all terms and conditions in this Agreement.

**2. Authorization and Use of Account Data.** By choosing to use the Services to aggregate and analyze your Account Data, you expressly authorize and direct Navy Federal, on your behalf, to electronically retrieve all Account Data associated with or available via the username and password that you enter to link the External Account(s) via our third-party service provider(s) ("Service Provider"), and to periodically refresh this retrieved Account Data for so long as the link remains active. You hereby grant to Navy Federal and its Service Providers a non-exclusive license to access, process, and use your Account Data to (i) enable you to view your Account Data in an aggregated manner within a Navy Federal product, website, platform, or feature, (ii) provide budgeting and other financial tools to you, (iii) generate financial insights and provide recommendations to you, (iv) develop and provide you with other Navy Federal products or services, (v) perform internal analytics, reporting, and benchmarking, (vi) understand what other products and services may be beneficial to you or other members, (vii) create and validate models, (viii) enable account transfers in accordance with your instructions and authorizations, (ix) use your Account Data, including after termination of this Agreement, for Navy Federal's internal auditing processes, as necessary to comply with Navy Federal's data retention policies, and to comply with applicable law or the request of any court or regulatory authority, and (x) provide the Services to you and otherwise perform our obligations under this Agreement.

**3. Limited Power of Attorney.** When you direct Navy Federal or its Service Provider to retrieve your Account Data from External Providers, you hereby grant Navy Federal and its Service Provider a limited power of attorney and appoint each of us as your true and lawful attorney-in-fact and agent, each with authority to act independently or jointly, as your true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for you and in your name, place, and stead, in any and all capacities, to access, retrieve, and use your Account Data, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities (notwithstanding any privacy commitments previously made to you), as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN NAVY FEDERAL OR ITS SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM EXTERNAL PARTIES, NAVY FEDERAL AND ITS SERVICE PROVIDER ARE ACTING ON YOUR BEHALF AS YOUR AGENT, AND NOT ON BEHALF OF THE EXTERNAL PROVIDER. You agree that External Providers will be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you. You understand and agree that the Services are not endorsed or sponsored by any External Provider accessible through the Services.

**4. Your Responsibilities.** You represent and agree that all information you provide us in connection with the Services is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of the Services. You further represent that you are the legal owner or authorized user of the External Account(s), the Account Data, and other information you provide to us in connection with the Services and agree not to misrepresent your identity or your account information. You agree to keep your account information, including your authentication credentials, up to date and accurate. You will only use the Services for lawful purposes and not for commercial purposes, in violation of any applicable law or regulation, or in any other manner that, expressly or implicitly, violates the terms of this Agreement or any other agreements to which you or your Navy Federal accounts or External Accounts are subject. You agree to independently validate any aggregated Account Data and to periodically confirm the accuracy of that aggregated Account Data through sources independent of the Services and Navy Federal. If you determine that data is inaccurate, incomplete, or otherwise contains misinformation, you agree to promptly inform Navy Federal. You understand that Navy Federal does not manage or control the Account Data from your External Accounts, and, accordingly, you must reach out to your External Provider(s) directly to correct any errors or inaccuracies regarding your Account Data.

**5. Use of Third-Party Service Providers.** You understand and acknowledge that Navy Federal may engage one or more Service Providers to provide all or portions of the Services. To enable the Services, the Service Providers may request and use information submitted by you, such as account usernames, passwords, answers to security questions, and multi-factor authentication codes to access and retrieve your Account Data from your External Account(s). You acknowledge that the Service Providers may have their own terms and conditions that govern their access and processing of your Account Data and that you have or will read and fully understand those terms and conditions, including the terms and conditions regarding Service Provider's rights with respect to Account Data and the revocation process. **If you do not agree to the terms and**

**conditions of a Service Provider, you must not use the portion of the Services provided by that Service Provider.** The Service Provider will continue to retrieve and access your Account Data until you revoke such access or upon termination of this Agreement. Navy Federal may remove or replace any Service Provider, including by directly assuming the Service Provider's responsibilities hereunder, at any time, and without prior notice to you. You agree to perform all steps necessary to give effect to any replacement or removal of a Service Provider, including executing any necessary amendments to this Agreement or agreeing to a replacement Service Provider's terms and conditions, and you acknowledge that your failure to do so may impact your ability to use the Services.

**6. Revocation.** You may revoke Navy Federal and its Service Provider's access to your External Accounts by navigating within your Navy Federal mobile or online banking experience where your External Accounts are linked and deleting the linked site. You understand if you choose to revoke access to an External Account that this action cannot be undone, and we will not retrieve any new Account Data for that account unless you re-link the account in the future. If you close your Navy Federal account used to access the Services or withdraw from Navy Federal's mobile or online banking platforms without revoking access to your External Accounts, we will revoke access in the course of our normal business processes.

**7. Termination and Suspension of the Services.** You agree that we may terminate this Agreement or suspend your use of the Services at any time and for any reason or no reason. Navy Federal reserves the right to modify or discontinue, temporarily or permanently, any portion of the Services or its features and functionality. Neither termination nor suspension will affect your liability or obligations under this Agreement. Navy Federal reserves the right to deny access to any one or more account(s) or to the Services or any part thereof in order to prevent or stop fraud or illegal activity, to maintain or restore security or performance to our website or any other Navy Federal system, or if we reasonably believe your account(s) has/have been or may be used by an unauthorized person(s) or for fraudulent or illegal activity. We may try to notify you in advance, but cannot guarantee we will do so.

**8. Indemnification.** You agree to defend, indemnify, and hold harmless us and our affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim, or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement, your use of Navy Federal's mobile app or website, and/or the Services.

**9. Intellectual Property.** The provisions related to intellectual property in the Mobile and Online Banking Disclosure will apply with equal force to this Agreement except with respect to your Account Data containing your financial information. You acknowledge and agree that any reports, compilations, or analyses produced by Navy Federal using your Account Data are the exclusive property of Navy Federal and are protected by copyright or other intellectual property rights.

**10. Disclaimer of Warranties.** THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR TIMELY ACCESS TO ANY PART OF THE SERVICES, AND OPERATION OF THE NAVY FEDERAL WEBSITE AND THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS. YOUR USE OF THE SERVICES, AND ALL INFORMATION, PRODUCTS, OR OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES ARE AT YOUR SOLE RISK. WE ARE NOT RESPONSIBLE FOR AND DO NOT GUARANTEE THE ACCURACY, TIMELINESS, COMPLETENESS, OR USEFULNESS OF THE SERVICES OR ANY ACCOUNT DATA OR OTHER CONTENT OBTAINED FROM EXTERNAL ACCOUNTS THAT IS DISPLAYED OR REPORTED THROUGH THE SERVICES. THE SERVICES AND ALL INFORMATION, DASHBOARDS, REPORTS, AND OTHER INFORMATION MADE AVAILABLE THROUGH THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY, DO NOT CONSTITUTE LEGAL, TAX, OR FINANCIAL OR INVESTMENT ADVICE, AND ARE NOT INTENDED FOR TRADING OR TRANSACTIONAL PURPOSES OR TO REPLACE OFFICIAL RECORDS AND STATEMENTS REGARDING YOUR EXTERNAL ACCOUNTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**11. Limitation of Liability.** THE FOLLOWING WILL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICES AND THE PORTION OF THE NAVY FEDERAL WEBSITE OR SITE THROUGH WHICH THE SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICES MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME FOR REASONS INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT AND SOFTWARE MALFUNCTIONS, INTERNET DISRUPTION, OR OTHER REASONS. IN NO EVENT WILL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE. IN NO EVENT WILL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, INABILITY TO USE, OR MAINTENANCE OF THE SERVICES OR THE PORTION OF NAVY FEDERAL'S WEBSITE OR THE SITE THROUGH WHICH THE SERVICES IS/ARE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT

**WILL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES OR THE PORTION OF THE NAVY FEDERAL WEBSITE OR SITE THROUGH WHICH THE SERVICES ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT PROCEEDING AS DESCRIBED IN PARAGRAPH 12 BELOW WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT WILL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**12. Dispute Resolution; Governing Law.** You agree that any dispute arising out of this Agreement will be resolved in accordance with the procedures contained in the Mobile and Online Banking Disclosure and that the governing law provisions of the Mobile and Online Banking Disclosure will apply with equal force to this Agreement. For the avoidance of doubt, any dispute arising out of the terms and conditions agreed to between you and a Service Provider will be resolved in accordance with the provisions of such terms and conditions.

**13. No Waiver.** We will not be deemed to have waived any rights or remedies hereunder, unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

**14. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement to any party, person, or entity without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**15. Relationship to Other Agreements; Amendment.** You agree that when you use the Services, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us. In the event of a conflict between this Agreement and any other Navy Federal agreements, policies, or terms, this Agreement will govern to the extent necessary to resolve the conflict. Navy Federal may amend, supplement, or otherwise modify this Agreement from time to time by posting a revised version on our website, [navyfederal.org](http://navyfederal.org) or, where required by law, providing notice to you. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Your use of the Services after a notice of change or after the posting of a revised version of this Agreement on [navyfederal.org](http://navyfederal.org) will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Services and/or related applications or material, which may render all such prior versions obsolete.