

## **Online Banking/Mobile App Disclosure and Agreement**

### **Knoxville TVA Employees Credit Union**

This Online Banking/Mobile App Disclosure and Agreement (this "Agreement") and accompanying Exhibit(s), as may be amended from time to time set forth the terms and conditions governing the use of Knoxville TVA Employees Credit Union's Online Banking/Mobile App electronic services (the "Services" or the "App"). Please read this Agreement and accompanying Exhibit(s) completely and retain with your personal records. By accessing or using, or allowing another person to access or use, the Services, you are agreeing to be bound by this Agreement and accompanying Exhibit(s). In this Agreement, the terms "you," "your," and "yours" refer to persons accessing or utilizing the Services, and the terms "we," "us," "our," and "Credit Union" refer to Knoxville TVA Employees Credit Union. This Agreement contains the disclosures required by the Electronic Funds Transfer Act.

By enrolling and using the Services to access your account, you are agreeing to the most recent terms of this Agreement. Please refer to your Membership and Account Agreement, the Electronic Fund Transfers Agreement and Disclosure, the Funds Availability Policy Disclosure, the Fee Schedule, the Truth-in-Savings Disclosure(s), and the Privacy Notice ("Account Opening Disclosures") for additional information regarding your account. If there are conflicting provisions between this Agreement and any provision within the Account Opening Disclosures, the provision in the Account Opening Disclosures will prevail.

Subject to the terms of this Agreement, you authorize us to utilize a service provider of our choice to act on our behalf and provide the Services. You must have an active account in good standing with us prior to accessing the Services. We reserve the right to refuse or restrict access to the Services.

**Electronic Disclosure of Online Banking/Mobile App Disclosure and Agreement:** By accessing the Services, you acknowledge receipt of this Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

**Who is Bound by This Agreement:** Each person ("Signer") who enters their Personal Identification Number ("PIN") and/or password or signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Application, enters their PIN and/or password, or completes the online Application, all Signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one Signer without affecting its ability to enforce its rights as to the other Signers. Additionally, by accessing our system, or authorizing anyone else to access our system, you agree to be bound by the terms and conditions of this Agreement.

**Business Days:** For purposes of this Agreement, our business days are Monday through Friday, excluding federal holidays.

**Right to Receive Documentation of Transactions:** You will receive a monthly account statement for each month in which there are qualifying electronic transactions on your account. Whether or not there are qualifying electronic transactions on your account, you will receive a quarterly statement.

**Types of Transactions:** Transactions using the Services may be made in accordance with this Agreement and your Account Opening Disclosures. At the present time, you may use the Services to:

- Transfer funds between qualifying accounts
- Obtain account balances
- Transfer funds to make payments on credit union loans
- Set up preauthorized transfers from your accounts
- Obtain transaction history information on your accounts
- Access financial management-related services, which may include credit report and credit score information\* as well as special personalized loan and other financial recommendations. See Exhibit A for additional terms and conditions.
- Access **Control My Card by KTVAECU™**, powered by Fiserv, which helps you control your credit and/or debit cards through your mobile device, making it easy to manage your finances on the go. Capabilities include:
  - obtain real-time balances for your accounts
  - manage your money
  - view your transactions
  - receive alerts
  - manage cards

\*If credit report access and related information is offered by us and requested by you, you authorize us or a designated service provider to obtain your credit report from a credit reporting agency on your behalf for the purpose of providing you with your credit report as well as information derived from the credit report. This service may include ongoing monitoring of your credit profile. You agree that such consent constitutes "written instructions" under the Fair Credit Reporting Act and authorizes us or a designated service provider to obtain your credit report or other information from a credit reporting agency for the purpose of providing you with your credit report and related features. You grant this authorization on an ongoing basis and we or an authorized service provider may access your credit report or other information from a credit reporting agency at least once per month. You may revoke your ongoing authorization at any time by terminating your authorization for this service. We do not obtain the credit report of any user who is less than eighteen (18) years of age.

We may periodically add or remove functionality within the Services, which will be subject to this Agreement and the terms governing the relevant accounts.

By initiating a transfer or payment through the Services, you authorize us to withdraw the amount of requested funds from the designated account in order to complete the transaction. For transfers from your account, please allow at least ten (10) business days before the due date of your scheduled payment. You must provide sufficient information, as requested by us, to allow for the delivery of authorized payment(s). At a minimum you must provide the name of the payee, the amount to be paid, the payee's mailing address, the send on date, whether the payment is recurring or a one-time payment, and such other information as we reasonably request in order to process your scheduled payment. If a holiday falls within the time frame of the scheduled payment, the delivery of the payment may be delayed.

If you authorize a scheduled recurring payment, you agree for the Credit Union to send the specific amount at the frequency requested. Payment processing dates are based upon the send on date entered. Recurring payments will continue to be paid on the send on date requested by you until canceled by you. To check on the status of your transfer, contact us at (800) 467-5427 or access your account online at tvacreditunion.com. If an automatic payment is scheduled to be made to a recurring payee but the amount varies, the Credit Union, prior to the transfer, will provide reasonable advance notice to you of the amount to be transferred and the scheduled date of the transfer. You may request us to stop preauthorized payments as provided herein.

If a scheduled payment is delivered electronically, funds will be sent on the send on date you select and will clear your account in approximately three (3) business days from the send on date. When selecting

the send on date for electronic payments, please allow three (3) business days for electronic payments to reach their destination. We cannot guarantee the time that any payment will be credited to your account by the payee.

Activity involving your deposit accounts will be subject to the terms of your Account Opening Disclosures. Activity involving your loans, line of credit, and/or credit card(s) will be subject to your Account Opening Disclosures, as well as your loan agreements and disclosures, as applicable.

You agree that requests received by us via the Services including, but not limited to, requests pertaining to account information, new account services, new loans, and changes to accounts, are legally authorized by you. As such, we shall be entitled to consider that such requests have the same legal authority as a written request signed by you for such information, services, or actions.

Your ability to transfer funds between certain accounts may be limited by federal law, Account Opening Disclosures, or loan agreements. You should refer to these disclosures and agreements for legal restrictions and applicable service charges. Transfers made using the Services are included and counted against the permissible number of transfers described in the Account Opening Disclosures and loan agreements.

**Hardware and Software Requirements:** You will need computer hardware and software sufficient to enable you to access the Internet. You must have a reliable Internet service provider and a browser that is SSL compliant with a minimum of 128-bit encryption and that is currently supported by the browser developer. Outdated versions of browsers or hardware, including mobile/tablet operating systems will not be supported by the Services. You are responsible for the installation, maintenance, security, and operation of the computer and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate and/or update the computer and software properly. 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.

By using the Services, you agree to maintain current antivirus and firewall software on your computer and to promptly install the latest security patches provided by your computer manufacturer, operating system, and key applications.

If we make additional security services and features available to you, you agree that you will utilize these services and features and that by not using such security services and features you are not exercising reasonable care. If you decline to utilize these services and features, we reserve the right to limit your access to the Services. In addition, you understand and agree that, to the extent permitted by applicable law, you will be solely responsible for any losses which could have been prevented had you used the additional security services and features.

**Types of Information We Collect in KTVAECU™ Online Banking/Mobile App:** Through your use of the Services, we may collect personal information from you in the following ways:

1. Personal Information You Provide to Us.

- We may collect personal information from you, such as your first and last name, address, e-mail, and phone number when you establish an account.
- We will collect the financial and transaction information necessary to provide you with the Services, including information such as account numbers, payment card expiration date, payment card identification, verification numbers, and transaction and payment history.

- If you provide feedback or contact us via email, we will collect your name and email address, as well as any other content included in the email, in order to send you a reply.
  - We also collect other types of personal information that you provide voluntarily, such as any information requested by us if you contact us via email regarding support for the Services.
2. Personal Information Collected from Third Parties. We may collect certain information from identity verification services and/or consumer reporting agencies, including credit bureaus, in order to provide the Services.
3. Personal Information Collected Via Technology. We and our service providers may automatically log information about you, your computer or mobile device, and your interaction over time with the Services, our communications, and other online services. Information includes, but may not be limited to:
- Device data, such as your computer's or mobile device's operating system type and version, manufacturer and model, browser type, screen resolution, RAM and disk size, CPU usage, device type (e.g., phone, tablet), IP address, unique identifiers, language settings, mobile device carrier, radio/network information (e.g., WiFi, LTE, 5G), and general location information such as city, state or geographic area.
  - Online activity data, such as pages or screens you viewed, how long you spent on a page or screen, the website you visited before accessing the Services, navigation paths between pages or screens, information about your activity on a page or screen, access times, and duration of access.
  - Cookies, which are text files that websites store on a visitor's device to uniquely identify the visitor's browser or to store information or settings in the browser for the purpose of helping you navigate between pages efficiently, remembering your preferences, enabling functionality, and helping us understand user activity and patterns.
  - Local storage technologies, like HTML5 and Flash, that provide cookie-equivalent functionality but can store larger amounts of data, including on your device outside of your browser in connection with specific applications.
  - Web beacons, also known as pixel tags or clear GIFs, which are used to demonstrate that a webpage or email was accessed or opened, or that certain content was viewed or clicked.
  - Location Information. If you have enabled location services on your phone and agree to the collection of your location when prompted by the Services, we will collect location data when you use the Services even when the App is closed or not in use; for example, we may collect and use location data to provide our fraud detection services. If you do not want us to collect this information, you may decline the collection of your location when prompted or adjust the location services settings on your device.

**How We Use Your Information Collected in KTVAECU™ Online Banking/Mobile App:**

1. General Use. In general, we use your personal information collected through your use of the Services to respond to your requests as submitted through the Services, to provide you the services you request, and to help serve you better. We may use your personal information, in connection with the Services, in the following ways:
- facilitate the creation of, and secure and maintain your account(s);
  - identify you as a legitimate user in our system;
  - provide improved administration of the Services;

- provide the Services you request;
- improve the quality of experience when you interact with the Services;
- send you administrative notifications, such as security or support and maintenance advisories; and
- send surveys, offers, and other promotional materials related to the Services.

2. Compliance and protection. We may use your personal information to:

- comply with applicable laws, lawful requests, and legal process, such as to respond to subpoenas or requests from government authorities;
- protect our, your, or others' rights, privacy, safety or property (including by making and defending legal claims);
- audit our internal processes for compliance with legal and contractual requirements and internal policies;
- enforce the terms and conditions that govern the Services; and
- prevent, identify, investigate, and deter fraudulent, harmful, unauthorized, unethical or illegal activity, including cyberattacks and identity theft.

3. Creation of Non-Identifiable Data. The App may create de-identified information records from personal information by excluding certain information (such as your name) that makes the information personally identifiable to you. We may use this information in a form that does not personally identify you to analyze request patterns and usage patterns to enhance our products and services. We reserve the right to use and disclose non-identifiable information to third parties at our discretion.

**Disclosure Of Your Personal Information for KTVAECU™ Online Banking/Mobile App:** We disclose your personal information collected through your use of the Services as described below.

1. In Accordance with our other Privacy Notices. Other than as described in this Agreement in connection with the App, this Agreement does not apply to the processing of your information by us or third parties with whom we share information.
2. Third Party Service Providers. We may share your personal information with third party or affiliated service providers that perform services for or on behalf of us in providing the Services, for the purposes described in this Agreement, including: to provide you with the Services; to conduct quality assurance testing; to facilitate the creation of accounts; to optimize the performance of the Services; to provide technical support; and/or to provide other functionality to the Services.
3. Authorities and Others. Regardless of any choices you make regarding your personal information, the Services may disclose your personal information to law enforcement, government authorities, and private parties, for the compliance and protection services described above.

**Links To Other Sites for KTVAECU™ Online Banking/Mobile App:** The App may contain links to third-party websites. When you click on a link to any other website or location, you will leave the App and go to another site and another entity may collect personal and/or anonymous information from you. The App's provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Agreement do not apply to third-party websites. We encourage you to read the privacy policy of every website you visit.

**Your Choices Regarding Your Information for KTVAECU™ Online Banking/Mobile App:** You have choices regarding use of information on the Services.

1. **How We Respond to Do Not Track Signals.** Some web browsers transmit "do not track" signals to the websites and other online services with which your web browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. We currently do not take action in response to these signals. If and when a standard is established, we may revise our policy on responding to these signals.
2. **Access, Update, or Correct Your Information.** You can access, update, or correct your information by changing preferences in your account. For additional requests, please contact us.
3. **Opting Out of Email or SMS Communications.** If you have signed-up to receive our email marketing communications, you may unsubscribe at any time by clicking the "unsubscribe" link included at the bottom of the email or other electronic communication. Alternatively, you can opt out of receiving marketing communications by contacting us at the contact information under "Contact Us" below. If you provide your phone number through the Services, we may send you notifications by SMS, such as provide a fraud alert. You may opt out of SMS communications by unlinking your mobile phone number through the Services.
4. **Opting Out of Location Tracking.** If you initially consented to the collection of geo-location information through the Services, you may subsequently stop the collection of this information at any time by changing the preferences on your mobile device. Please note, however, that if you withdraw consent to our collection of location information, you may no longer be able to use some features of the Services.

**Disclosure of Account Information to Third Parties:** We will only disclose information to a third party about your account/transaction:

- when it is necessary to complete the activity;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government agency or court orders or other legal process;
- to any subsidiary or affiliate of the Credit Union; or
- if you give us your prior oral or written permission.

**Username and Password:** Your accounts can only be accessed through the Services by the use of a Username and Password. Depending on the features of your Mobile Device, you may be able to sign in through various optional biometric authentication. Biometric authentication is the process of verifying your identity based on your unique characteristics (biometric information), such as your fingerprint or face. Biometric authenticators are not obtained or stored by the Credit Union for access to the Services.

You may activate or de-activate biometric authentication methods within the Mobile Banking or Mobile Device settings. You acknowledge that by enabling Mobile Banking access by biometric authentication methods, anyone who has biometric access (e.g., fingerprint or facial recognition access) to your device will also be able to access the Services and have access to your personal and payment account information.

You agree that if you give biometric access or make available your password or credentials to anyone, you are responsible for all actions taken by anyone to whom you have provided such biometric access or credentials. If you believe someone has gained unauthorized access to your account or your password has been stolen, notify us immediately via one of the contact methods included in this Agreement.

You are responsible for maintaining the confidentiality of your password. The password should be memorized and not stored in any format accessible by others. You agree that you will not use or allow anyone else to use your password for any transaction that is illegal under applicable federal, state, or local law.

**Stop Payment:** If a check or preauthorized transaction has not yet cleared your Account, you may be able to stop payment on the transaction. Stop payment requests may be placed through the Services or by contacting us. If you have told us in advance to make regular payments out of your account, you can stop these payments if your request is received at least three (3) business days before the payment is scheduled to be made. We may require written confirmation to be provided within fourteen (14) days of an oral notification. Any applicable fees must be paid prior to processing the stop payment request. If funds are not available in your Account for the fee on the date a stop payment is requested, we reserve the right to collect the fee from any savings or checking account in which you have an ownership interest or are an authorized signer thereof. Please refer to your Membership and Account Agreement, as well as the Fee Schedule for additional information, restrictions, and applicable fees.

Liability for failure to stop payment of preauthorized transfers: If you order us to stop a payment three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

**The Credit Union's Liability:** The Credit Union shall be liable for damages proximately caused by: (1) the Credit Union's failure to make an electronic fund transfer, in accordance with the terms of this Agreement, in the correct amount or in a timely manner when properly instructed to do so, except where: (A) the Account has insufficient funds; (B) the funds are subject to legal process or other encumbrance restricting such transfer; (C) such transfer would exceed an established credit limit; (D) an electronic terminal has insufficient cash to complete the transaction; or (E) as otherwise established by federal regulations; (2) the Credit Union's failure to make an electronic fund transfer due to insufficient funds when the Credit Union failed to credit a deposit of funds to the Account which would have provided sufficient funds to make the transfer; and (3) the Credit Union's failure to stop payment of a preauthorized transfer from your Account when instructed to do so as provided for in this Agreement. Notwithstanding the foregoing, the Credit Union will not be liable for damages if (1) an act of God or other circumstance beyond its control occurred and the Credit Union can show that it exercised reasonable care and diligence to prevent such an occurrence; or (2) a technical malfunction which was known to you at the time you attempted to initiate the transaction or at the time a preauthorized transfer should have occurred.

**Liability for Unauthorized Access:** You are responsible for all transactions and activity (including remote deposits) you authorize under this Agreement. Your username and password should be kept confidential. If you permit others to use the Services or your password, you are solely responsible for any transactions or activity they authorize or conduct on any of your accounts. If you authorize additional users for the Services, you are responsible for the maintenance and or revocation of such authority. Inform the Credit Union immediately if you believe anyone has used your password or accessed your account through the Services without your authorization.

If your statement shows activity you did not authorize, including those made by card, through the Services, or other means, notify us immediately. You must inform the Credit Union of unauthorized transactions within 60 days after the statement date. Failure to do so may affect any dispute rights.

You are responsible for monitoring your account and for reporting to the Credit Union any loss, theft, or unauthorized use of the account. Please refer to your Membership and Account Agreement for additional information about the Credit Union's resources in assisting you in reporting and stopping any loss, theft, or unauthorized use of the account. Time is of the essence when reporting suspected loss.

**Address Change:** You are required to keep us informed of your current physical and email addresses to ensure delivery of periodic statements and other correspondence.

**Amendments:** We may change the terms and conditions of this Agreement from time to time by mailing written notice to you at your address as it appears on our records, or electronically if you have previously agreed to accept electronic records and statements. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of our system and/or the security of the Services or designated accounts. Your continued use of the Services means that you agree to any changes. If you do not agree, you may terminate this Agreement as below.

**Termination:** You may terminate this Agreement with us at any time. We reserve the right to terminate this Agreement and/or your use of the Services with or without cause. We may do so immediately if:

- you or any authorized user of the Services or your account(s) breaches this or any other agreement with us (includes account abuse or overdrafts);
- we have reason to believe that there has been or might be an unauthorized use of your account(s);
- you or any authorized user of your account(s) requests that we do so; or
- we determine that termination of this Agreement is necessary to maintain the integrity of our system and/or the security of the Services.

**Collection Costs:** You agree to pay us for our reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.

**Reservation of Rights:** Failure or delay by us to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver, and we expressly reserve the right to enforce such provision, or to exercise such right or remedy, at a later date.

**Other Agreements:** Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with us.

**Assignment:** You may not assign your account(s) or this Agreement to any other party.

**Severability:** If any provision of this Agreement should be found by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**In Case of Errors or Questions about Your Account:** Call us at (865) 544-5400 or write to us at P.O. Box 36027, Knoxville, TN 37930, as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When contacting us about errors, please include the following information:

- a. Tell us your name and account number (if any).



- b. 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.
- c. 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 (10) business days. We will tell you the results of our investigation within ten (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 forty-five (45)\*\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* 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 (10) business days, we may not credit your account. If we find that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

\*\*If you assert an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

\*\*\* If you assert an error within thirty (30) days after you make the first deposit to your account or give notice of an error involving a transaction initiated outside the United States, its possessions, and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

**Right to Impress a Lien:** The Credit Union shall have a lien or the right to impress a lien on your shares and deposits for sums due the Credit Union. Such a right will not apply to shares or deposits held pursuant to Individual Retirement Accounts, self-employed plans under the Internal Revenue Code, or any other deposits for which lien rights would disqualify said deposits from special benefits or preferences provided under the Internal Revenue code.

**General Disclaimer:** Knoxville TVA Employees Credit Union hereby disclaims any warranties, endorsement, or representations, express or implied, related to any product, service, advertisement, or other information contained herein. This includes any content contained, distributed, linked, or downloaded from a Credit Union website. Any products or services from a Credit Union website are to be used at your own risk, with no obligations or liabilities by Knoxville TVA Employees Credit Union. It will be within the sole discretion of Knoxville TVA Employees Credit Union to correct any errors or to omit any portion of the services, products, or materials contained herein. This Agreement, any separate instructions, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, the Credit Union shall send notice to you either by mail using your address associated with your Account or transmit such notice of the amendment over Bill Pay. Your use of Bill Pay following receipt of such notice constitutes acceptance of such amendment. You agree to be bound by and comply with applicable state and federal laws and regulations. These terms and conditions shall be governed by and construed with the laws of the state of Tennessee.

**Disclosure & Agreement Updates for KTVAECU™ Online Banking/Mobile App:** This Agreement is subject to periodic updates. We will notify you of any material changes in its collection, use, or disclosure of your personal information by delivering notice via United States mail or by posting a notice on the Services. Any material changes to this Agreement will be effective thirty (30) calendar days following notice of the changes. These changes will be effective immediately for new users of the Services. If you object to any such changes, you must notify us that you wish to deactivate your account and terminate this Agreement prior to the effective date of such changes. Continued use of the Services following notice of any such changes shall indicate your acknowledgement and acceptance of such changes.

Contact Us: If you have questions or concerns about the content in this Agreement, contact us at [justask@tvacreditunion.com](mailto:justask@tvacreditunion.com) or by mail at: Knoxville TVA Employees Credit Union, P.O. Box 36027, Knoxville, TN 37930.

This document can be found at: [https://tvacreditunion.com/Online/Mobile\\_Banking\\_Disclosure.html](https://tvacreditunion.com/Online/Mobile_Banking_Disclosure.html)

1/2023 KTVAECU OLBMB – DMO

## Exhibit A

Exhibit A is attached to and made a part of the Knoxville TVA Employees Credit Union Online Banking/Mobile App Disclosure and Agreement. Knoxville TVA Employees Credit Union partners with third-party providers to make additional products and services available to you. Exhibit A contains the terms of service as stated by third-party provider, SavvyMoney, regarding Your access and use of its website and services, and these terms of service are an agreement between You and SavvyMoney.

### Terms of Service

**Date of Revision:** February 7, 2023

These Terms of Service ("**TOS**") govern Your access and use of the website located at [www.savvymoney.com](http://www.savvymoney.com), including all subdomains thereof (the "**Website**") and any services, materials, publications and emails provided to You in conjunction with the Website (collectively, the "**Program**"). Portions or functionality contained on the Website may be available to You through the mobile app or other internet properties ( "**App**") provided by Your Financial Institution (defined below). The Website and Program are provided to You by SavvyMoney, Inc. ("**SavvyMoney**", "**we**" or "**us**"). By accessing or using the Website and Program, You ("**You**") agree to be bound by this TOS. "**You**" includes both users who visit the Website or who may access the Program but are not registered with SavvyMoney and users who are registered with SavvyMoney to access features of the Website and Program made available only to registered users ("**Registered Users**"). If You do not agree to this TOS, You will not have the right to access or use the Website, Program or any portion thereof.

You represent that: (a) if You are entering into this TOS on behalf of another person, You are duly authorized by such person to enter into this TOS which will be binding upon both You individually and such other person (and "**You**" as used in this TOS shall refer to both), (b) You are of the legal age to form a binding contract with us, and (c) You are not a person barred from subscribing to, using or accessing the Website or Program under the laws of the United States or other applicable jurisdiction.

#### 1. Changes to this TOS; Policies

We reserve the right to update or make changes to this TOS from time to time in our sole discretion, and we may notify You of changes by any reasonable means, including without limitation, by posting the revised version of this TOS on the Website, and these changes will become effective immediately upon the posting on the Website. You can determine when this TOS was last revised by referring to the "*Date of Revision*" at the top of this TOS. Your continued access or use of the Website and/or Program after any changes to this TOS have been posted shall constitute Your agreement and consent to such changes. Please return to this page periodically to ensure familiarity with the most current version of this TOS. You agree that Your use and access certain features of the Website and Program may be subject to any additional posted guidelines, rules, terms and conditions applicable to such features (collectively, "**Policies**"), which are hereby incorporated by reference into this TOS. In the event that any terms or conditions of such Policies contradict or are inconsistent with the terms and conditions of this TOS, such Policies will govern and prevail solely with respect to the specified features, if any, to which they apply.

#### 2. Privacy Policy

Any information that You provide to us in registering with SavvyMoney or that You provide or transmit through the use of the Website and Program are governed by SavvyMoney's [Privacy Policy](#). Please read our [Privacy Policy](#) carefully. This TOS incorporates by reference the terms and conditions of our [Privacy Policy](#). Notwithstanding anything in our [Privacy Policy](#) or this TOS, You understand and agree that the Website and Program use the Internet and third party networks which are not secure,

and SavvyMoney cannot guarantee that any transmission made by You while using the Website or Program is or will be secure.

### **3. Registered Users**

In order to establish an account with us and to access certain features of the Website and Program, You are required to register with us. You may directly register with us or You may register with us through Your on-line banking account of Your credit union, bank or other financial institution ("**Financial Institution**"). Upon registering with us, an account will be established for You. If You register with us through Your Financial Institution and become a "**Partner Registered User**", You may be able to access the Website and Your account directly through Your on-line banking account with Your Financial Institution. Additionally, in some instances, while You may not have registered with us through Your on-line banking account of Your Financial Institution, Your Financial Institution may sponsor Your registration with us.

### **4. Login Credentials**

As a Registered User, You agree to provide us with true, accurate and complete information and to maintain and promptly update such information in order to keep it accurate. Without limiting any other provision of this TOS, if You provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate Your account and refuse any or all current or future uses of the Website, Program or any portion thereof. You agree not to share, resell, assign, transfer or sublicense Your access to the Website, Program or Your account to any third party. You further agree not to create a false or misleading identity on the Website. You agree and understand You are responsible for maintaining the confidentiality of Your password which, together with Your user ID (which may be Your e-mail address) ("**Login Credentials**"), allows You to access Your account. As a Partner Registered User, You may be able to access Your account with us directly through Your on-line banking account of Your Financial Institution, without having to insert Your Login Credentials. You agree to immediately notify us at [support@savvymoney.com](mailto:support@savvymoney.com) if You become aware of any actual or suspected unauthorized use of Your Login Credentials or any other breach of security related to Your account. We are not liable for any loss or damage arising from Your failure to comply with the foregoing. YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES TAKING PLACE THROUGH YOUR ACCOUNT, whether or not You are the individual who undertakes such activities.

### **5. About the Program**

The Program includes the following features: (i) credit score and report card, (ii) credit report, (iii) credit score simulator, and (iv) credit report monitoring, along with special personalized loan and other financial recommendations. You may be enrolled in one or more features of the Program. Your credit report card has a summary of information from Your credit report obtained from a credit reporting agency and may include helpful information about factors that influence Your credit risk score. The simulator estimates the score under different scenarios inputted by You and is for educational purposes only. It does not guarantee that Your score will rise or drop by the simulated score when You take actions described in such scenarios.

### **6. Credit Report Card Consent**

As part of becoming a Registered User, You authorize us to obtain Your credit report from a credit reporting agency on Your behalf for the purpose of providing You with Your credit report as well as the credit report card feature of the Program, which includes ongoing monitoring of Your credit profile. You agree that such consent constitutes "written instructions" under the Fair Credit Reporting Act and authorizes SavvyMoney to obtain Your credit report or other information from a credit reporting agency for the purpose of providing You with Your credit report (and credit report card feature of the Program). You grant this authorization on an ongoing basis and we may access Your credit report or other information from a credit reporting agency at least once per month. You may revoke Your

ongoing authorization at any time by terminating Your SavvyMoney account. We do not obtain the credit report of any user who is less than eighteen (18) years of age.

## **7. Sale of Products**

In using the Website, You may be offered certain products (whether services, financial offers or merchandise) (each, a "**Product**"), which will be subject to the terms and conditions applicable to such Product. We are not responsible for any such Products unless we are the vendor of the Products, in which case the terms and conditions we have posted for such Products shall apply. Products may be offered to You by a Financial Institution based on information obtained from Your credit report.

## **8. Terminating Your Account with SavvyMoney and this TOS**

This TOS will continue in effect until terminated by either You or SavvyMoney as set out below.

### *Termination of Your Account*

If You are a Registered User, You may terminate Your account with SavvyMoney at any time by (i) cancelling Your account through the Website, or (ii) notifying SavvyMoney at [cancel@savvymoney.com](mailto:cancel@savvymoney.com) or in writing, to SavvyMoney's address at: 7901 Stoneridge Drive #207, Pleasanton CA 94588. Please allow up to ten (10) business days after receipt of Your notice for us to process Your request to cancel Your account.

SavvyMoney reserves the right to terminate Your account at any time, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Lastly, if You are a Partner Registered User, Your Financial Institution has the right to directly terminate Your account, which may become effective without any prior notice to You.

Upon termination of Your account: (i) You will no longer be deemed a Registered User, (ii) You will not have the right to access the features of the Website and Program that are accessible only to Registered Users, (iii) You will not have the right to access Your account data or files, and (iv) You may still be a user of the Website and Program unless and until this TOS is terminated by You or us.

### *Termination of this TOS*

You may terminate this TOS by ceasing all access and use of the Website and Program. SavvyMoney reserves the right to terminate this TOS, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Upon termination of this TOS: (i) You do not have the right to access or use the Website or the Program, and (ii) Sections 2, 7, 8, 12, 14, 15, 16, 17, 18, 20 and 21 of this TOS will survive.

## **9. Your Use of the Program**

Your right to access and use the Website and the Program is personal to You and is not transferable by You to any other person or entity. You are only entitled to access and use SavvyMoney for lawful purposes. The Website and Program are intended only to assist You in Your financial organization and decision-making and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Website and Program may not be appropriate for Your situation. Accordingly, before making any final decisions or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of Your individual circumstances. Your access and use of the Website and Program may be interrupted from time to time for any of several reasons, including, without limitation, equipment malfunction, periodic updates, maintenance or repair, unavailability of third party services which have been integrated into the Website or Program, or other actions that SavvyMoney, in its sole discretion, may elect to take.

## **10. Online Alerts**

SavvyMoney may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts are sent to You following certain changes made to Your account. You do not need to activate these alerts. Although You may have the option to suppress some of these automatic alerts, we strongly recommend that You do not since some of them are security-related. Voluntary account alerts may be turned on by default as part of the Program. Such alerts may be customized, deactivated or reactivated by You from time to time. SavvyMoney may add new alerts, from time to time, or cease to provide certain alerts at any time in its sole discretion. Each alert has different options available, and You may be asked to select from among these options upon activation of Your alerts service. Electronic alerts will be sent to the email address You have provided as Your primary email address under Your account. If Your email address changes, You are responsible for making the change in the Profile section of Your account. Changes to Your email address will apply to all of Your alerts.

## **11. Data; Rights You Grant to Us**

You hereby grant SavvyMoney a non-exclusive, royalty-free, fully paid-up, right and license to use any or all data, information, comments or other content that You provide to us or otherwise transmit through the use of the Website and Program (collectively, "**Data**") for the purposes of providing You with the Website and Program. You represent and warrant that You are the exclusive owner of the Data or have all rights and licenses necessary to grant the rights to the Data that You have granted to SavvyMoney in this TOS, without the need to obtain any third party consents or permissions. As a Registered User, You expressly authorize SavvyMoney, on Your behalf as Your agent, to access Your credit report from one or more credit reporting agencies and to use and store such information for the purposes of making available to You certain features of the Program. Additionally, You grant SavvyMoney a limited power of attorney, and appoint SavvyMoney as Your attorney-in-fact and agent, to access Your credit report from one or more credit reporting agencies, as You could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAVVYMONEY ACCESSES AND RETRIEVES CREDIT REPORTS FROM ONE OR MORE CREDIT REPORTING AGENCIES, SAVVYMONEY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF A THIRD PARTY.

## **12. License; SavvyMoney's Intellectual Property Rights**

Subject to Your compliance with this TOS, and solely for so long as You are permitted by SavvyMoney to access and use the Website and Program, SavvyMoney grants You a limited, revocable, non-exclusive, non-transferable right to access and use the Website and Program for Your individual personal use only. Unless expressly granted to You in this TOS, SavvyMoney and its licensors (which may include Your Financial Institution) reserve and retain all rights, title and interest (including all intellectual property rights) in and to: (i) the Website and Services, including all content and other materials appearing therein, (ii) all data related to Your use of the Website and the Program which does not identify You and cannot be used to identify You, and (iii) the technology, systems and software used to provide the Website and Program. The Website and Program (including the underlying technology, systems and software comprising the Website and Program) are protected by copyright, trademark, patent, and/or other proprietary rights and laws. All trademarks and service marks appearing within the Website or Program not owned by SavvyMoney are the property of their respective owners. The trade names, trademarks and service marks owned by SavvyMoney, whether registered or unregistered, may not be used without SavvyMoney's written consent or in any manner that is likely to cause confusion. You may download or print a copy of content or materials provided to You on the Website or as part of the Program for Your personal, internal and non-commercial use only and for no other purpose. SavvyMoney reserves all rights not expressly granted to You in this TOS.

## **13. Restrictions**

In accessing and using the Website and Program, You agree to abide by the following rules, restrictions and limitations:

- You will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website, Program or any portion thereof;
- You will not use any data mining software, robots, spiders or similar data gathering and extraction tools to retrieve, index, "scrape," "data mine," or in any way gather content or data from the Website or Program or otherwise circumvent the navigational structure or presentation of the Website or Program;
- You will not disseminate or transmit viruses, worms, Trojan horses, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear gifs, pixels, web bugs, cookies or other similar devices;
- You will not attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of Website or the Program;
- You will not use the Website or Program in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Website, Program or any networks or security systems of SavvyMoney or its service providers, or otherwise interfere with other users' use of the Website or Program;
- You will not interfere with or circumvent any security feature or any feature that restricts or enforces limitations on the use of, or access to, the Website or Program;
- You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures of the Website or Program;
- You will not remove, change or obscure any copyright, trademark notice, trademark, hyperlink or other proprietary rights notices contained within the Website or Program;
- You will not attempt to impersonate another person; and
- You will comply with all applicable laws in Your access and use of the Website and Program, including the laws of Your country if You live outside of the United States of America.

#### **14. Links to Third Party Sites**

The Website and Program may contain hyperlinks or other references to third party websites, including the websites of Financial Institutions ("**Third Party Sites**"). You may be subject to different terms and conditions that apply when You use Third Party Sites. You agree that You are responsible for reviewing and understanding any terms and conditions governing any Third Party Site and products or services provided within such Third Party Sites, and that SavvyMoney has no responsibility or liability for Your access and use of Third Party Sites.

#### **15. Disclaimers; Limitation of Liability**

THE WEBSITE AND PROGRAM ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND THE USE THEREOF IS AT YOUR SOLE RISK. SAVVYMONEY MAKES NO, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NONINFRINGEMENT, AND TITLE WITH RESPECT TO THE WEBSITE AND PROGRAM, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. SAVVYMONEY DOES NOT WARRANT THAT: (A) THE WEBSITE OR PROGRAM (OR THE RESULTS OBTAINED FROM THE USE THEREOF) WILL BE TIMELY, ERROR-FREE, SECURE OR UNINTERRUPTED; (B) THE WEBSITE OR PROGRAM WILL MEET YOUR REQUIREMENTS; OR (C) ANY ERRORS OR MALFUNCTIONS IN THE WEBSITE OR PROGRAM WILL BE CORRECTED. SAVVYMONEY SHALL NOT BE LIABLE IN THE EVENT OF ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE OR PROGRAM, ANY INTERRUPTION, SUSPENSION OR CESSATION OF ACCESS TO THE WEBSITE OR PROGRAM, OR ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL OR MALICIOUS CODE WHICH MAY BE TRANSMITTED THROUGH THE WEBSITE OR PROGRAM BY ANY THIRD PARTY. SAVVYMONEY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT MADE AVAILABLE ON THE WEBSITE OR THE PROGRAM.

NEITHER SAVVYMONEY NOR THE PROGRAM IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. SAVVYMONEY IS NOT A FINANCIAL PLANNER, BROKER, TAX ADVISOR, OR A CREDIT COUNSELOR. The Program is intended only to assist You in Your financial organization and decision-making and is broad in scope. SavvyMoney does not act as Your agent in eliminating, reducing or settling Your debts, obtaining new or different loan terms for You, or improving Your credit history, credit rating, credit report, credit score or debt-to-income ratio. SavvyMoney does not provide accounting, tax, legal, real-estate, mortgage, and financial planning or investment advice.

SAVVYMONEY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, COST OF SUBSTITUTE PROCUREMENT, ARISING IN WHOLE OR IN PART FROM YOUR USE OF (OR INABILITY TO USE) THE WEBSITE, PROGRAM OR ANY PORTION THEREOF, EVEN IF SAVVYMONEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SAVVYMONEY BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OR OTHER NETWORK (INCLUDING WITHOUT LIMITATION PHONE NETWORK OR OTHER TELECOMMUNICATIONS NETWORK) FAILURES OR "BROWNOUTS", COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TOS, SAVVYMONEY'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO (1) FEES PAID BY YOU DURING THE 6 MONTHS PRECEDING THE DATE ON WHICH YOU NOTIFY SAVVYMONEY OF A CLAIM, OR (2) \$100.00 (ONE HUNDRED UNITED STATES DOLLARS). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE SAVVYMONEY'S LIABILITY. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

## **16. Your Indemnification of SavvyMoney**

You agree to indemnify and hold SavvyMoney and its officers, directors, shareholders and employees harmless from and against any loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this TOS, Your use of the Website, Program, or any other related product or service, and any infringement by You of any intellectual property or other third-party right.

## **17. Governing Law and Forum for Disputes**

This TOS shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this TOS shall be finally settled by arbitration in San Francisco County, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this



TOS, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California and the state courts located in San Francisco County, California. Use of SavvyMoney's Website and the Program are not authorized in any jurisdiction that does not give effect to all provisions of this TOS (including without limitation, this section). You understand that, in return for agreement to this provision, SavvyMoney is able to offer the Website and Program at the terms set forth in this TOS, and that Your assent to this provision is an indispensable consideration to this TOS. You also acknowledge and understand that, this provision governs with respect to any dispute with SavvyMoney, its officers, directors, employees, agents or affiliates, arising out of or relating to Your use of the Website or Program or arising from this TOS.

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND 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 REGISTERED USER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

## **18. Notices**

You authorize SavvyMoney (and Your Financial Institution) to send You notices and information regarding the Website and Program via email to the most current email address we have for Your account. You agree that such notice will be deemed sufficient notice, effective on the date of transmission, and You waive any rights to assert failure of notice. You agree that this TOS and all notices provided to You may be sent in electronic form and will have the same effect as they would if provided in printed form.

## **19. Claims of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law. If You believe in good faith that materials transmitted through the Website infringe Your copyright, You (or Your agent) may send SavvyMoney a notice requesting that SavvyMoney remove the material or block access to it. Please provide the following information: (i) an electronic or physical signature of the owner (or person authorized to act on behalf of the owner) of the copyrighted work; (ii) a description of the copyrighted work that You claim has been infringed upon and sufficient information for SavvyMoney to locate such copyrighted work; (iii) information reasonably sufficient to permit us to locate the copyrighted work; (iv) Your address, telephone number, and e-mail address; (v) a statement by You that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send SavvyMoney a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices should be sent to:  
SavvyMoney, Inc.  
4160 Dublin Blvd, Suite 250  
Dublin, CA 94568

SavvyMoney shall have the right to suspend or terminate the account of any Registered User, or access to the Website and Program to any other user, engaged in suspected repeated copyright infringement. SavvyMoney shall have the right to transmit the notification to the Registered User or other user transmitting or receiving the allegedly infringing material, and to transmit any counter-notification to the complaining party.

## **20. Notice for California Residents**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If You have a question or complaint regarding the Website or Program, please contact us at the "Contact Us" section below. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail to: 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

## **21. Miscellaneous**

If any provision of this TOS is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this TOS and will not affect the validity and enforceability of any remaining provision. This TOS, together with the Policies and Privacy Policy, constitute the entire agreement between SavvyMoney and You pertaining to any and all access and use of the Website or Program and supersede any and all prior or contemporaneous written or oral agreements between SavvyMoney and You pertaining thereto. No amendment or waiver of this TOS will be binding on SavvyMoney unless set forth in a writing expressly identifying this TOS and signed by an officer of SavvyMoney and You. Any caption, heading or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

## **22. Contact Us**

If You wish to contact us regarding this TOS, You may do so:

By email at: [support@savvymoney.com](mailto:support@savvymoney.com)

By mail at:

SavvyMoney, Inc.

4160 Dublin Blvd, Suite 250

Dublin, CA 94568