NAVY FEDERAL Credit Union

Verification of Income and Employment 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 income and employment verification services (the "Services") and supplements any other agreements, disclosures, or privacy policies that may apply to you. By clicking "Agree and Verify," 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 electronically verify your income and employment information and to share such information with Navy Federal to estimate your net and gross income and assist in assessing your eligibility to obtain a consumer loan or credit card from us. To initiate the Services, you will provide the login credentials ("External Credentials") for your payroll, tax preparation, benefits provider, or external bank account(s) ("External Account(s)") to retrieve certain information about you, which may include your identity information; employer; employment status and history; income and wages; payment statements; W2s; copies of income tax returns; and bank deposit transactions ("Income Data"). We may still require you to manually submit your Income Data. Further, if you apply for a subsequent consumer loan or credit card, you may be asked to initiate these Services again by resubmitting your External Credentials to verify and share your Income Data. You understand and acknowledge that the Services also allow Navy Federal to suggest or market new products and services to you, and by using the Services, Navy Federal, or a service provider on Navy Federal's behalf, will retrieve and use your Income Data as described in this Agreement.

2. Authorization and Use of Income Data. By choosing to use the Services, you expressly authorize and direct Navy Federal, on your behalf, to electronically retrieve all Income Data associated with your External Credentials via our third-party service provider(s) ("Service Provider"). You hereby grant to Navy Federal and its Service Providers a non-exclusive license to access, process, and use your Income Data: (i) to validate your income and employment information to estimate your net and gross income and assess your eligibility in connection with your consumer loan or credit card application(s), (ii) to understand what other products and services may be beneficial to you or other members, (iii) to improve existing or develop new Navy Federal products or services, (iv) to perform internal analytics, reporting, and benchmarking, (v) to create and validate models, (vi) for Navy Federal's internal auditing processes, including after termination of this Agreement, 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, (vii) to provide the Services to you and otherwise perform our obligations under this Agreement, and (viii) to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.

3. Limited Power of Attorney. When you direct Navy Federal or its Service Provider to retrieve your Income Data from third parties, 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 Income 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 THIRD-PARTY SITES, NAVY FEDERAL AND ITS SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third-party account providers shall 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 third-party account providers 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 Income 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 Income Data and to periodically confirm the accuracy of that Income 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 Income Data from your External Accounts, and, accordingly, you must reach out to the provider of your External Account directly to correct any errors or inaccuracies regarding your Income 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 Income 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 Income 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 Income Data and the revocation process. **If you do not agree to the terms and conditions of the Service Providers, you must not use the portion of the Services provided by the Service Provider.** 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.

6. 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 the

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Services, temporarily or permanently, in part or in whole, or any feature or functionality of the Services. Neither termination nor suspension will affect your liability or obligations under this Agreement. Navy Federal reserves the right to deny access 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.

7. 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.

8. Intellectual Property. The Services and all content therein (excluding External Credentials and Income Data) are and will remain the property of Navy Federal, its licensors, or Service Providers and are protected by applicable intellectual property laws. You acknowledge and agree that any reports, compilations, or analyses produced by Navy Federal using your Income Data are the exclusive property of Navy Federal and are protected by copyright or other intellectual property rights.

9. 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 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 PAYROLL DATA OR OTHER CONTENT OBTAINED FROM EXTERNAL ACCOUNTS.

10. 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 OR ANY PORTION OF OUR WEBSITE THROUGH WHICH THE SERVICES ARE OFFERED. 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 THE SERVICES EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF NAVY FEDERAL, 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 $5,000 (FIVE THOUSAND DOLLARS).

11. Dispute Resolution; Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions, provided, however, that any dispute solely between you and a Service Provider shall be resolved in accordance with the provisions of the terms and conditions between you and such Service Provider.

12. No Waiver. We shall 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 shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

13. 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.

14. 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**, 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** 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.

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