NAVY FEDERAL Credit Union

Direct Deposit Switch and Data Aggregation 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 direct deposit switch and payroll data aggregation services (the "Services") and supplements any other agreements, disclosures, or privacy policies that may apply to you. By clicking "Accept", 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 instruct your payroll provider to establish a new direct deposit connection or to modify an existing direct deposit connection with one or more of your Navy Federal savings or checking accounts ("Navy Federal Account(s)") by providing your credentials ("Payroll Credentials") for your payroll provider account ("Payroll Account") to initiate the direct deposit switch. If you elect to direct one hundred percent (100%) of your paycheck to a Navy Federal Account, the Services may also allow you to connect one or more external financial accounts ("External Accounts") to identify and display certain information regarding recurring payment obligations, such as bills and subscriptions ("Recurring Payment Information"). The Services analyze certain characteristics of your External Accounts that you choose to connect to the Services, such as account balances and transactions ("External Account Data"), to determine the Recurring Payment Information, and such information is provided for your convenience and informational purposes only. The Services also allow Navy Federal to suggest or market new products and services to you based on certain information we retrieve about you through the Services, which may include (i) your identity information, direct deposit allocations, employer, employment status, income, payment statements, W2s, and Payroll Credentials ("Payroll Data") and (ii) your External Account Data. By using the Services, you understand that Navy Federal, or a service provider on Navy Federal's behalf, will retrieve and use your Payroll Data and External Account Data, if applicable, as described in this Agreement.

2. Authorization to Modify Direct Deposit Preferences and Use Payroll Data and External Account Data. By choosing to use the Services, you expressly authorize and direct Navy Federal, on your behalf, to electronically retrieve all Payroll Data associated with your Payroll Credentials via our third-party service provider(s) ("Service Provider"). If you use the Services to modify your direct deposit preferences in your Payroll Account, you expressly authorize and direct Navy Federal (including via our Service Provider), on your behalf, to control your Payroll Account in order to, as instructed by you, change the destination account into which your paycheck or other payment to you to your Navy Federal account(s) is deposited and to modify the amount that is deposited into your Navy Federal Account(s) and other accounts available through your payroll provider. Further, if you choose to connect an External Account to identify and view Recurring Payment Information, you authorize and direct Navy Federal and its Service Providers to access, retrieve, analyze, process, and use information associated with such External Account for the purpose of identifying and displaying Recurring Payment Information. You hereby grant to Navy Federal and its Service Providers a non-exclusive license to access, retrieve, analyze, process, and use your Payroll Data and External Account Data to (i) understand what other products and services may be beneficial to you or other members, (ii) develop new Navy Federal products or services, (iii) perform internal analytics, reporting, and benchmarking, (iv) create and validate models, (v) use your Payroll Data and External 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 (vi) 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 switch your direct deposit provider and retrieve your Payroll Data, you hereby grant Navy Federal a limited power of attorney and appoint each of us as your true and lawful attorney-in-fact and agent, with authority to act independently or jointly, as your true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for you and in your name, place, and stead, in any and all capacities, to control and change the destination account into which your paycheck or other payment to you is deposited as well as the ability to access, retrieve, and use your Payroll 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, and to delegate any authority granted under this power of attorney to any person or entity and revoke any authority so delegated. YOU ACKNOWLEDGE AND AGREE THAT WHEN NAVY FEDERAL (OR ITS SERVICE PROVIDER ON NAVY FEDERAL'S BEHALF) ACCESSES AND RETRIEVES INFORMATION FROM EXTERNAL PARTIES, NAVY FEDERAL IS ACTING ON YOUR BEHALF AS YOUR AGENT, AND NOT ON BEHALF OF THE EXTERNAL PARTY. You agree that an external party 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 party 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 Payroll Account(s), Payroll Credentials, Payroll Data, External Accounts, External 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 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, Payroll Accounts, or External Accounts are subject. You understand that Navy Federal does not manage or control your Payroll Data, Payroll Accounts, External Accounts, or External Account Data, and we cannot guarantee that changes made to your Payroll Accounts via the Services will be made by the provider of your Payroll Accounts. Further, we are not responsible for any overdraft fees, late or incorrect payments, or inaccuracies or errors in your data, including Payroll Data, or outdated data or information in your Payroll Accounts, such as changes you've made to direct deposit preferences that have not been updated in your Payroll Accounts. We encourage you to ensure that you have sufficient funds in your external deposit accounts ("External Deposit Accounts") you used for direct deposits prior to switching to your Navy Federal Account to cover any recurring payments, including any automatic withdrawals or bill payments, that you may have scheduled using those External Deposit Accounts. If the Services provide Recurring Payment Information, you acknowledge and agree that such information is provided solely as a convenience and you are solely responsible for determining whether any recurring payment should be updated, modified, transferred, or cancelled and for contacting any biller, merchant, service provider, or payee to make any desired changes. Neither Navy Federal nor its Service Provider will update payment instructions with any biller, merchant, service provider, or payee on your behalf. Lastly, if you close your Navy Federal Account, your Payroll Account will not be automatically updated to reflect the closure, and you must modify your direct deposit preferences directly with your payroll provider.

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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, which may include your Payroll Credentials, answers to security questions, and multi-factor authentication codes, to access and retrieve your Payroll Data from your Payroll Account(s). You acknowledge that the Service Providers may have their own terms and conditions that govern their access and processing of your Payroll Data and that you have or will read and fully understand those terms and conditions, including the terms and conditions regarding a Service Provider's rights with respect to Payroll 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.** 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 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 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 Payroll Data containing your financial information. You acknowledge and agree that any reports, compilations, or analyses produced by Navy Federal using your Payroll 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 EXPRESS 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 OUT OF OR RELATED TO 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. 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.

12. 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.

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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