

In addition to the Electronic Funds Transfer Disclosure, which is incorporated into this Agreement by reference, if you decide to participate in the SAFE Purchase Rewards program, you acknowledge and agree to the following terms and conditions of service. Access to SAFE Online Banking is contingent on your agreement to the terms and conditions of SAFE Purchase Rewards but does not obligate you to participate in the service.

The use of the terms “You” and “Your” refer to the user(s) of this service. The use of the terms “We,” “Us,” and “Our” refer to SAFE Credit Union.

1. SAFE PURCHASE REWARDS. SAFE Purchase Rewards lets you earn rewards by using your SAFE Visa® Debit Card to purchase merchandise and services. The program is available to all SAFE Visa Debit Card Cardholders. Through this program, you’ll receive targeted offers to receive rewards on purchases based on how you shop. As a Cardholder, there is no limit to the number of targeted offers you can select to earn purchase rewards. SAFE Purchase Rewards is an optional service which can be removed at your discretion. To opt out of SAFE Purchase Rewards, click “View all offers” link within the Purchase Rewards section on the Online Banking home page. Then click on “Opt Out” under the “Preferences” tab in the SAFE Purchase Rewards Summary screen.

If you decide to participate in the SAFE Purchase Rewards application, you acknowledge and agree to the following terms and conditions of service:

1.1. SAFE Purchase Rewards Program. You will earn rewards for your participation in the SAFE Purchase Rewards program based on total purchases. If you participate in SAFE Purchase Rewards, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ending July 31. Rewards will be deposited in the SAFE Purchase Rewards deposit account which is associated with the SAFE Purchase Rewards program.

1.2. SAFE Purchase Rewards Account. You must use the debit card associated with the SAFE Purchase Rewards account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the SAFE Purchase Rewards program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the SAFE Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant’s web site or our system. If you believe you have made a qualifying purchase for which you did not receive rewards, please contact SAFE’s Call Center at **(916) 979-7233** or **(800) SEE-SAFE**. Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the SAFE Purchase Rewards program.
- The rewards information that we provide to you, which is provided “as is” and “as available”
- (i) Your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

1.3. Changes in Terms. We shall have the right, in our sole discretion and with reasonable notice to amend these terms and conditions and/or cancel or suspend the SAFE Purchase Rewards program and any related services, temporarily or permanently.

2. LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access the SAFE Purchase Rewards to benefit from your debit card purchases.

In addition to SAFE Purchase Rewards, the term "SAFE Purchase Rewards" also includes any other program, tool, internet-based service, component and any "updates" (for example, SAFE Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) SAFE Purchase Rewards if and when they are made available to you by us or by our third party vendors. Certain SAFE Purchase Rewards may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following, and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the SAFE Purchase Rewards program; (iii) permit any third party to benefit from the use or functionality of the SAFE Purchase Rewards program, or any other services provided in connection with the program, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) (vi) perform or attempt to perform any actions that would interfere with the proper working of SAFE Purchase Rewards or any services provided in connection with the program, prevent access to or the use of the SAFE Purchase Rewards program or any or services provided in connection with by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the, SAFE Purchase Rewards program or any services provided in connection with them except as expressly allowed under this Section.

3. OWNERSHIP. The SAFE Purchase Rewards program is protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

4. YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the SAFE Purchase Rewards program or any services provided in connection with this program, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the SAFE Purchase Rewards program or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the SAFE Purchase Rewards program or any services provided in connection with the program, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the, SAFE Purchase Rewards or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide SAFE Purchase Rewards or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

5. THIRD PARTY SERVICES. In connection with your use of the, SAFE Purchase Rewards, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

6. THIRD PARTY WEBSITES. The SAFE Purchase Rewards Program may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the, SAFE Purchase Rewards or any other services provided in connection with is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

7. LIMITED WARRANTY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, AND DISCLAIMS ANY LIABILITY IN CONNECTION WITH ANY SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY REGARDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY. WE SHALL NOT BE LIABLE FOR, AND YOU SHALL BE SOLELY LIABLE FOR YOUR COMPUTER NETWORKS, SYSTEMS, HARDWARE AND INFRASTRUCTURE SOFTWARE, INCLUDING FOR SECURITY AND THE STORAGE OR BACKUP OF ANY DATA EXCEPT TO THE EXTENT ACTUAL DIRECT DAMAGES TO THE FOREGOING RESULT FROM THE GROSS NEGLIGENCE OF US. WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, ECONOMIC LOSS, THE INTERRUPTION, LOSS OF USE OF THE SOFTWARE OR USE OF ANY THIRD PARTY SOFTWARE. IN NO CASE SHALL OUR LIABILITY FOR ACTUAL DIRECT DAMAGES IN THE AGGREGATE EXCEED THE \$5,000.00

9. RELEASE. In consideration of your participation in the services, you hereby release us, any of our associated or affiliated companies, their directors, officers, agents, employees, customers, members, and our officers, directors, agents and employees, from all claims of any kind in regards to your use of the services. You hereby forever release and discharge us from any and all claims, actions and demands arising out of or in connection with the services.