

## Personal Finance Terms and Conditions

### Effective 11/2/2016

#### **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING FOR THIS SERVICE.**

Personal Finance is an Internet account aggregation service offered to you by NBH Bank, ("the Bank"), through our Service Provider, Yodlee.com, Inc. ("Yodlee"). Personal Finance allows you to aggregate personal financial and other information from the Bank, its subsidiaries and affiliates, third party financial institutions, and/or other third parties that you can access through the Internet, and to access that information at one web site through the use of a single username and password. Personal Finance also may be referred to as the Account Aggregation Service or Personal Finance Manager. You cannot use Personal Finance to initiate transactions or transfer funds.

The terms and conditions of the Bank's Online Banking Agreement apply to all services available to you through Personal Finance. The Personal Finance Terms and Conditions contain limitations of liability, electronic notice provisions, and other terms that may be more restrictive for users than other terms of the Online Banking Agreement. Unless otherwise noted, if there is any conflict between the other sections of the Online Banking Agreement and these Terms and Conditions, these Terms and Conditions will govern the use of Personal Finance. Please print these Terms and Conditions or save them electronically for your records.

As used in these Terms and Conditions, "you" and "your" refers to any depositor, borrower, authorized signer or account holder who has requested the Bank to include his or her account within Personal Finance Service. The terms "the Bank," "we," "us," and "our" refer to the Bank. The term "account" refers to any deposit, loan, brokerage or other product or service you receive, whether from the Bank, any of its subsidiaries or affiliates or a third party, for which you may obtain information through Personal Finance.

#### **1. Acceptance of Personal Finance Terms**

- a. Personal Finance Account Terms. By clicking on the "Agree" button, you are agreeing to these Terms and Conditions. If you do not agree, click on the "Disagree" button. If you click on the "Disagree" button, you will not be able to use Personal Finance. Each time you use Personal Finance you confirm your agreement to and understanding of these Terms and Conditions and any screens that appear on your computer or other internet access device when you sign on to Personal Finance or navigate the Personal Finance portion of the Online Banking site.
- b. Consent to Receive Electronic Information about Personal Finance. To enroll in the Bank's Personal Finance Service, you must consent to electronically receiving and accepting these Terms and Conditions, as well as other information delivered in connection with Personal Finance, now and in the future. This information will be delivered to you electronically, or by posting on the web site, as described in Section 6 below.

You may withdraw your consent to having this information provided to you electronically now by clicking the "Disagree" button before enrolling. If you choose not to receive this information electronically now, you will not be able to enroll in Personal Finance. If you later choose not to receive this information electronically by

notifying us in writing as provided for in these Terms and Conditions, your enrollment in Personal Finance will be terminated. You may also withdraw your consent by terminating your use of Personal Finance by clicking "Cancel Personal Finance Account" on the Customize Personal Finance page.

- c. Internet and Computer Technical Requirements. In order to receive electronic Communications, you must have access to both a computer (including any necessary related equipment and software) and Internet access (including telecommunications service, a Web browser with standard features, and the ability to receive e-mail at a designated e-mail address), all of which are referred to collectively as your "Internet Computer."
- i. We collect and store information about "hits" on our website for internal review purposes only. Such information may include the name of the domain from which you access the Internet, the date and time you access our website, and the Internet address of the website from which you linked to us. This information enables us to see how you use our website and keep our website user-friendly.
  - ii. Our website does not require you to disclose any personally identifying information in order to aggregate your information. However, if you do provide personal information, such as your mailing and email address, telephone and fax numbers, or demographic and client identification, we will not disclose (share, sell, or divulge) it to persons outside our family of banks except as identified in the DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES section of the Online Banking Agreement.
  - iii. We do not intentionally solicit information from children under the age of 13, or knowingly collect personal information from children under the age of 13. We do not solicit data from children and we do not knowingly market to children. We recognize that protection children's identities and privacy online is important and that the responsibility to do so rests with the online industry and the parents.

You are solely responsible for acquiring and maintaining your Internet Computer, for assuring that your Internet Computer meets the applicable technical standards at all times, and for all costs associated with your use of Online Banking.

Paper copies of some of the information we give you in connection with Personal Finance may be available. If you would like to request a paper copy of information related to Personal Finance, you must make your request in writing as provided in Section 6 below.

By clicking on the "Agree" button, you agree to electronically receive information in connection with Personal Finance, now and in the future, and confirm that you have software and equipment that satisfies the above requirements. To proceed, please click "Agree" otherwise, you may select the "Disagree" button to leave the online enrollment process.

## 2. Use of Personal Finance

You agree to use Personal Finance only as permitted by these Terms and Conditions. We may terminate your access to Personal Finance if any conduct on your part constitutes a violation of these Terms and Conditions.

- a. Provide Accurate Information. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at third party web sites, and you agree not to misrepresent your identity or your account information. Accurate records enable us to provide Personal Finance to you. You agree to keep your account information up-to-date and accurate.
- b. Password Confidentiality. You will choose a user ID and password when registering for Online Banking. You agree to keep your user ID and password confidential. You acknowledge that if you authorize another person to use your user ID and password, that person can use Personal Finance Services to view any account information aggregated on our site and use any electronic services offered through Personal Finance to the same extent you yourself could do. You are fully responsible for all activities that occur using your user ID and password or Personal Finance account information. You agree to notify us immediately of any unauthorized use of your user ID and password or account or any other breach of security by calling: Bank Midwest 800.867.2265, Community Banks of Colorado 877.877.0395, or Hillcrest Bank 855.629.7618. We will not be liable for any loss that you may incur as a result of someone else using your user ID and password and accessing your Personal Finance account information through the Online Banking Service, either with or without your knowledge. Our associates do not have access to your third party Web site usernames and passwords.
- c. Illegal Use of Personal Finance. You agree that Personal Finance is not to be used for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, sexually explicit, pornographic or obscene, or that infringes on the rights of others. We may terminate your use of Personal Finance immediately and without notice to you if we discover you or someone using your User ID and password has used Personal Finance in this manner.
- d. Proprietary Rights. You agree that we own all rights to the Content displayed in Personal Finance and to the Bank's content, as those terms are defined in "Content You Provide" below. You are only permitted to use this Content as expressly authorized by Personal Finance. You may not copy, reproduce, distribute, or create derivative works from this Content. If you access Zillow content, you agree that you will not use Zillow data for any other purpose than for your individual use. Further, you agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with Personal Finance.
- e. Restrictions on Commercial Use or Resale. Your right to use Personal Finance is personal to you; therefore, you agree not to resell or make any commercial use of Personal Finance.
- f. Use of Marks, Materials and Suggestions. The names, logos and all related product and service names, design marks and slogan are the property of the Bank, our

affiliates and service providers. You are not authorized to use our names or marks in any advertising, publicity or in any other commercial manner without our prior written consent. You may use, copy and distribute the materials found in Personal Finance for internal, noncommercial, informational purposes only. All copies you make of the material must bear any copyright, trademark or other proprietary notice, which pertains to the material being copied. Except as authorized in this section, you are not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. We, our affiliates and/or any third party owner of such rights retain all such rights. Any feedback, questions, comments, suggestions, ideas or the like, which you send to us will be treated as being non-confidential and nonproprietary. We will also be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services incorporating such information.

- g. Description of Real Estate Center. You may use the Real Estate Center feature in Personal Finance to add a home value estimate to the profile of your assets and net worth. You may opt to have your home value estimate automatically generated and updated. By electing to automatically update your home value estimate you agree to receive a computer-generated estimate of the worth of the property, called a Zestimate®, provided by Zillow, Inc., a third-party online real estate service, and you authorize the bank and its service providers to access Zillow.com and retrieve Zestimates on your behalf. You agree that a Zestimate is not intended to be an appraisal nor should it be used in place of a professional appraisal or a market analysis conducted by a real estate professional, and that the actual value of the property may vary. Zillow is not affiliated with the Bank or any of its affiliates. Your access and use of Zillow and Zestimates through Personal Finance is intended for your convenience only, and does not constitute legal, financial, tax, appraisal, accounting or other professional advice. The Bank does not endorse or recommend Zillow, the Zestimate or any other services provided by Zillow and you agree that neither the Bank nor its service providers are responsible for the accuracy of the Zestimates or other information provided by Zillow or liable for any damages or costs of any type arising out of or in any way connected with your use of the Zestimate or other services provided by Zillow. You agree you will use the Zillow services only for your personal use. If you elect to include the Zestimate in your net worth summary, you acknowledge and agree that the net worth summary is calculated based on information provided by you or third parties at your direction and that The Bank makes no representation as to the accuracy of the net worth summary. Data and information provided in the Real Estate Center feature is for informational purposes only, and is not intended for transactional purposes. You agree that we are not liable for any errors or delays in the content, or for any actions taken in reliance thereon.

### **3. Content You Provide.**

**PERSONAL FINANCE IS A VOLUNTARY CONVENIENCE THAT IS PROVIDED AT YOUR REQUEST. YOU AGREE THAT ANY INFORMATION YOU PROVIDE TO ACCESS PERSONAL FINANCE IS DONE VOLUNTARILY.**

By requesting Personal Finance, you are authorizing us to use any information about you and your accounts that we receive in connection with your use of Personal Finance (collectively, the "Content") as provided in these Terms and Conditions. The Content includes information about your accounts with the Bank and other financial institutions, including your transactions on those accounts. We may use the Content in order to provide Personal Finance to you and to help optimize your use of Personal Finance. Subject to the Bank's Privacy Notice, we may also use the Content to provide information about other products or services that may be of interest to you, whether offered by the Bank, one of its affiliates, another financial institution or any other business. By providing information about you and your accounts to us, you are consenting to this use of the Content, both for yourself and for any other person who may have an interest in the Content. Consumers may choose to limit our use of the Content aggregated on Personal Finance from other institutions and accounts. A Privacy Notice will be provided to each new client at the time the client relationship is established. Additionally, anyone may receive a copy of our Privacy Notice upon request or on our website by clicking the Privacy Notice link on the Home Page. If you do request a Privacy Notice, it will be mailed within 10 days of the request. If you have questions concerning the privacy of your information at the Bank, send an email to [privacy@nbhbank.com](mailto:privacy@nbhbank.com) or visit [www.nbhbank.com](http://www.nbhbank.com). You may also call: Bank Midwest 800.867.2265, Community Banks of Colorado 877.877.0395, or Hillcrest Bank 855.629.7618.

The information and Content provided to you through Personal Finance is for informational purposes only, and is not intended for transactional or trading purposes. Balances shown may not be real time and may reflect only the most recently refreshed data and not be accurate or timely if a refresh was not successfully completed or the information obtained from the third party during the refresh was not accurate or current. Deposit account balances are ledger amounts, all of which may not be currently available for withdrawal. Projected balances are based on information you have entered through Personal Finance and may not reflect your actual deposit account balances. If you need current information regarding your accounts, you should contact your financial institution or other entity directly for that information.

**Personal Finance allows you to access FDIC-insured deposit products (such as checking, savings and money market accounts), non-FDIC insured products (such as brokerage or 401K accounts), and nonfinancial products (such as frequent flyer miles). Access to an account or product through Personal Finance does not mean that the account or product is a bank account, product or other obligation or that the account or product is insured by the FDIC.**

- a. Cookies. For the Account Aggregation service, the Bank stores a cookie on your computer. If you do not have cookies enabled, you will be unable to use the Account Aggregation service. A cookie is simply a text file, which indicates your Account Aggregation session identification number. We use this cookie to identify you as a user of the service when you enter the web site and to make the re-entry of login information unnecessary when browsing outside the Account Aggregation service. We reserve the right to use cookies to deliver contact specific to your needs and interests. We may also use cookies to track customer trends and patterns in order to better understand and improve areas of our sites that our customers find valuable. The cookie cannot be read by a website other than the one that set the

cookie. None of the cookies will contain information that will enable anyone to contact you via telephone, email, or regular mail.

#### 4. Personal Finance

- a. Fees. Personal Finance is currently offered to you by the Bank at no charge. The Bank reserves the right to charge fees for these services in the future. You acknowledge that your use of Personal Finance does not waive any applicable fees and charges connected with your accounts which may be accessed through Personal Finance, and as provided for under any other account agreement that you may have with the Bank or other financial institution or entity.
- b. Web Site Access. By providing us with the appropriate passwords, user IDs, PINs or other codes (the "Security Codes") required to access information about you and/or your account on any web site, you authorize us to access and retrieve the account information from that web site that you have requested to be aggregated as Content (as defined above), and to configure Personal Finance so it is compatible with that web site. By providing the Security Codes for a web site, you also represent and warrant to us you are authorized to access the account information contained on the web site.

You grant us a limited, non-durable power of attorney, and you hereby appoint us as your true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Bank and third party web sites, retrieve information, and use your information, all as described within these Terms and Conditions, 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, as fully to all intents and purposes as you might or could do in person. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING AND RETRIEVING INFORMATION FROM THE BANK AND THIRD PARTY WEB SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OF OR ON BEHALF OF THE BANK OR THE THIRD PARTY.** You agree that third party account information providers shall be entitled to rely on the foregoing authorization, agency and limited, non-durable power of attorney granted by you. Except for those relationships, you understand that we have no relationship to, affiliation, or connection with any third party sites available for use with Personal Finance. Personal Finance is not endorsed or sponsored by any such account providers. You agree that we assume no responsibility and shall incur no liability with respect to the acts, omissions, or determinations of any such third party site. You acknowledge we are not a registered broker-dealer and do not endorse or recommend the products or services of any financial services provider except for The Bank. You acknowledge and agree that we may not maintain the same level of security against unauthorized access to your account information as the third party sites from which you authorize Personal Finance to retrieve information on your behalf.

#### 5. Liability and Warranties

- a. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF PERSONAL FINANCE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM PERSONAL FINANCE IS AT YOUR SOLE RISK. PERSONAL FINANCE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY

KIND AS TO PERSONAL FINANCE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM PERSONAL FINANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CATEGORIZATION OF YOUR TRANSACTION INFORMATION WITHIN PERSONAL FINANCE IS AN ESTIMATION PROVIDED FOR YOUR INFORMATION ONLY, AND WE DISCLAIM ALL WARRANTIES OF ACCURACY FOR ANY USE, INCLUDING WITHOUT LIMITATION, TAX DEDUCTION CATEGORIZATION.

WE MAKE NO WARRANTY THAT: (i) PERSONAL FINANCE WILL MEET YOUR REQUIREMENTS; (ii) PERSONAL FINANCE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF PERSONAL FINANCE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH PERSONAL FINANCE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF PERSONAL FINANCE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM PERSONAL FINANCE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you. TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS AND CONDITIONS, THEN THIS SECTION WILL CONTROL.

- b. Third Party Products and Personal Finance. We provide links to other web sites and information about your accounts at other online service providers as a convenience to you. The third party online service providers where you established your accounts are solely responsible for the products and services they provide to you. We do not guarantee, endorse or provide any of the products or services available through the web sites of third parties. We have no responsibility or liability in connection with the products or services offered by these service providers or the content of their web sites. We remind you to be cautious when browsing on the Internet and to use good judgment and discretion when making purchases, obtaining information, or transmitting information. From Personal Finance, users may visit or be directed to third party web sites. We have no responsibility or liability for the security policies and procedures of those sites. These web sites may contain information or material that may be offensive or inappropriate to some people. We make no effort to review the content of these sites, nor are we responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites. In addition, we do not endorse or control the content of any third party web site and are not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, or it infringes or may infringe upon the intellectual property

or other rights of another. You acknowledge that we do not pre-screen content, but that we or any party we designate will have the right (but not the obligation) in our sole discretion to refuse, edit, move or remove any content that is available via Personal Finance.

- c. Limitation of Liability. YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES, ACCOUNT INFORMATION PROVIDERS OR ANY OF THEIR AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY INDIRECT LOSS THAT YOU MAY INCUR OR SUFFER IN CONNECTION WITH PERSONAL FINANCE (EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE LOSS OR DAMAGE (EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES) THAT MAY BE INCURRED BY YOU OR ANY OTHER PERSON ARISING OUT OF OR RELATING TO THE AUTHORIZATION OF AND/OR DISCLOSURE OF YOUR SECURITY CODES, PASSWORD, PIN OR OTHER ACCESS CODE BY YOU TO ANY THIRD PARTY IN ORDER FOR SUCH PARTY TO COLLECT, RETRIEVE, CONSOLIDATE, AGGREGATE OR OTHERWISE GATHER ANY INFORMATION OR DATA REGARDING YOU OR ANY OF YOUR ACCOUNTS FROM ANY FINANCIAL INSTITUTION OR OTHER ENTITY. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.
- d. Indemnification. You agree to indemnify and hold the Bank, our subsidiaries and affiliates, successors and assigns, all directors, officers and associates thereof, and our service providers, harmless from any and all third party claims, liability, damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Personal Finance, your violation of these Terms and Conditions or your infringement of any intellectual property or other right of anyone, or caused by or arising from the use, violation or infringement by any other user of your subscription.

## 6. Notices

Except as otherwise provided herein, all notices to us must be made in writing at:

Mailing Address:

NBH Bank

1111 Main, Suite 2800

Kansas City, MO 64105

Unless otherwise required by applicable law, all notices to you shall be in writing and shall be made either electronically or via United States Mail, at our sole discretion. If we choose to provide the notice to you by United States Mail, we may mail it separately or with other information to any address on our records for you. If we choose to provide notice electronically, we may send the notice either (i) to one or more of the email addresses we have in our records for you for Online Banking, or (ii) through Online Banking so that you receive the notice if you log in through the bank's Web site or when you select Personal Finance, or (iii) by broadcasting notices or messages through Personal Finance to inform



you of changes to these Terms and Conditions, Personal Finance, or other matters of importance; such broadcasts shall constitute notice to you. You accept responsibility to assure that the contact information in your Online Banking profile is always current and accurate.

## **7. Termination**

- a. Termination by You. You may terminate your use of Personal Finance at any time by clicking "Cancel Personal Finance Account" on the Customize Personal Finance page. Upon confirmation of your request by our service provider, Yodlee, your account and personal information will be deleted from Personal Finance.
- b. Termination by Us. We may immediately terminate your use of Personal Finance without notice to you if we discover you have violated any provision of these Terms and Conditions, including, but not limited to, those found in "Use of Personal Finance." You acknowledge that we may, at our sole discretion and without notice to you, terminate your use of Personal Finance due to an extended period of inactivity, which may be as little as ninety (90) days. Inactivity means that you do not access Online Banking. We reserve the right to change or discontinue, temporarily or permanently, Personal Finance at any time without notice. In order to maintain the security and integrity of Personal Finance, we may also suspend your access to Personal Finance at any time without notice. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of Personal Finance.

## **8. Assignment**

You may not assign all or any part of your rights or obligations under these Terms and Conditions without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under these Terms and Conditions, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of your and our successors and assigns. You agree not to resell or make any commercial use of Personal Finance.

## **9. Severability**

The invalidity or unenforceability of any one or more of the provisions of these Personal Finance Terms will not affect the validity or enforceability of the remaining provisions, and any such provision deemed invalid or unenforceable shall be construed, as nearly as possible, to reflect the intentions of the parties.

## **10. Governing Law, Other Agreements**

The validity, construction and enforcement of these Personal Finance Terms shall be governed by the law of the State of Missouri, without regard to such state's rules regarding conflict of laws, and by applicable Federal laws and regulations. Further, the parties bound by these Personal Finance Terms agree to submit exclusively to the jurisdiction of the state and federal courts of the State of Missouri sitting in Jackson County, Missouri for resolution of any dispute under these Terms and Conditions. The parties desire to avoid the time and expense related to a jury trial of any dispute hereunder. As such, the parties, for themselves and their successors and assigns, hereby waive trial by jury of any dispute. The parties acknowledge that this waiver is given knowingly, freely, and voluntarily. These Personal

Finance Terms are cumulative with and in addition to any agreements governing your accounts that are aggregated by Personal Finance. These Personal Finance Terms do not amend, modify, alter, or in any way change your underlying account agreements with us or any third parties. Please consult your underlying account agreements for information about your rights and obligations regarding your accounts. These Terms constitute the entire understanding between you and us about Personal Finance. Section and subsection headings contained in these Personal Finance Terms are included for ease of reference only and shall not be construed to alter, define or be used in construing the text of sections and subsections.

**11. No waiver**

We shall not be deemed to have waived any of our rights or remedies as provided herein unless such waiver is in writing and signed by us. 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 and remedies on future occasions.

**12. Changing these Personal Finance Terms**

The Bank may change these Personal Finance Terms from time to time, as follows:

- a. Changes to these Terms and Conditions and changes necessary to maintain or restore the security of Personal Finance may be made immediately and without prior notice to you.
- b. For changes not described in Subsection 12(a) above, the Bank may notify you as provided in Section 6 above.

Any change will begin to apply upon the effective date of the change, and will apply only to your future use of Personal Finance. Your continued use of Personal Finance following the effective date of a change signifies your acceptance of the change.

**13. Yodlee**

You acknowledge and agree that Yodlee is a third party beneficiary of Section 5 above.