

The Summit Federal Credit Union

POPMONEY (PAY OTHER PEOPLE) AGREEMENT



GENERAL

Welcome to Online Money Movement! – It is the next generation of online personal finance management. The Summit Federal Credit Union (the “Summit”) is now offering person to person payment service (the “Service”). This Service provides a quick and convenient electronic means for you to Pay Other People or request funds rather than sending them a paper check.

Popmoney allows you to transfer funds from your Summit checking account(s) to another individual’s domestic financial institution account, subject to the transfer being permitted by us and the recipient’s financial institution, and by federal and/or state laws. Popmoney also allows you to send a request for payment to third parties.

Your Summit account is referred to as “Account” in this Agreement. Accounts held by the recipient/payee are called “Recipient’s Account” throughout this Agreement. Transfers of funds pursuant to this Agreement shall also be governed by the Electronic Communication/Online Access Disclosure and the Electronic Fund Transfers Agreement and Disclosure (collectively, the “EFT Agreement”) found at <http://www.summitfcu.org/home/disclosures>.

Please take a few minutes to read this Online Money Movement Service Agreement (referred to throughout this document as the “Agreement”) and the EFT Agreement. As used in this Agreement, the words “you” and “your” refer to you as the user of the Service. The words “we,” “us,” “our” and any other variation thereof refer to Summit. The words “Service Provider” means Fiserv, Inc. or its affiliates. When you’re ready, click the “[I accept these terms and conditions](#)” and the “I agree to pay any applicable fees that may be applied for the use of this service” checkboxes to start enjoying the convenience and financial security of the Popmoney Service!

ACCEPTANCE OF TERMS

This Agreement and the EFT Agreement set out the terms and conditions (the “Terms”) on which Summit will provide the Service. This Agreement, your use of the Service and completion of any enrollment or other forms/data entry within the Service, are all parts of a legally binding agreement between us. When you click on the “I agree to accept the terms and conditions” button, you will be asked to complete an application to receive the Service. When you agree to accept the Terms, this Agreement includes any future amendments to this Agreement or any changes in the Terms. Your application may be accepted or declined by us and our Service Provider based on specific criteria.

We reserve the right to change the Terms under which the Service is offered at our sole discretion at any time (subject to compliance with all applicable laws); however, we will notify you of any material change to the Terms. In most cases, you will receive the notice online the next time you log in; however, we reserve the right to notify you by e-mail or by conventional mail, at our discretion. You agree that if you continue to use the Service after we notify you of any change, your continued usage of the Service thereby indicates your acceptance of the changes to the Terms and you agree to be bound by this Agreement as amended. If you do not accept and agree to the change in Terms, you will not be entitled to continue using the Service. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe by contacting us. If your enrolled checking account(s) with Summit has (have) been closed, terminated or restricted for any reason (such as garnishment, levy, etc.), you will have no further right or access to use the Service. To use the Service you must be at least eighteen (18) years old, be a resident of the United States, and own at least one active Summit checking account.

INFORMATION AUTHORIZATION

By clicking on the “I agree to accept the terms and conditions” button, you authorize our Service Provider to verify your identity by obtaining information about your credit history from a consumer reporting agency. Our Service Provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act (“FCRA”) and other

POPMONEY AGREEMENT CONTINUED

applicable law. Financial Institution and our Service Provider (we) reserve the right to deny you access to the Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the Service based upon our review of your consumer report, along with other information we deem relevant. If we deny your request to use the Service, you may obtain a free copy of the consumer report that our Service Provider used from the consumer reporting agency that issued the report. You may view, download and print a summary of your rights under FCRA, including information on how to obtain a copy of your consumer report.

ACCOUNT ACCESS AUTHORIZATION

You understand that in order to complete Popmoney transfers, it is necessary for Summit and our Service Provider to access your Account(s), as designated by you and on your behalf, to retrieve information and effect the Popmoney transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Account(s) to effect such Popmoney transfers. You warrant and represent that the information you are providing to us is true, current, correct and complete.

YOU ACKNOWLEDGE AND AGREE THAT WHEN SUMMIT and/or OUR SERVICE PROVIDER IS EFFECTING A POPMONEY TRANSFER FROM YOUR ACCOUNT TO THE ACCOUNT OF A RECIPIENT'S, OR FROM A SENDER'S ACCOUNT TO YOUR ACCOUNT, WE ARE ACTING AS YOUR AGENT AND NOT AS THE AGENT ON BEHALF OF THE THIRD PARTY.

YOU AGREE THAT SUMMIT and OUR SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR POPMONEY TRANSFER INSTRUCTIONS; AND (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE POPMONEY INSTRUCTIONS.

ELIGIBLE SUMMIT ACCOUNT TYPES

You must use your Summit checking account for the Service.

FEES

Popmoney is a fee based service. Usage fees will be displayed when you initiate the Popmoney transfer request. You may also refer to Summit's Rate and Fee Schedule, which can be viewed at <http://www.summitfcu.org/home/rates/rateandfeeschedule>. You understand and agree that we may from time to time impose additional charges in connection with your Popmoney transfer transactions. We will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Summit account in the amount indicated.

ELECTRONIC COMMUNICATIONS

A. EFT Agreement/Online Access

Please review the disclosures at <http://www.summitfcu.org/home/fifiles/stactic/document/onlineaccess-disclosure.pdf>. You agree to promptly update your registration records if your e-mail address or any other enrollment information changes (physical address, phone, account numbers, etc.). You may update your records, such as your email address, by using the Profile page in Popmoney screens.

B. Delivery of Electronic Communications

Communications may be delivered to the email address you provide, or may be posted on the pages of the Service website or other Summit designated website pages. Any Electronic Communication sent by email will be deemed to have been received by you when Summit sends it to you, whether or not you received the email. An Electronic Communication by email is considered to be sent at the time that it is directed by us to your provided email address. If the Electronic Communication is posted on the Service or Summit's



website, then it will be deemed to have been received by you no later than five (5) business days after the Communication is posted on the webpage, whether or not you retrieve the Electronic Communication. An Electronic Communication made by posting to the pages of the Service or on Summit's website is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving Electronic Communications.

C. Hardware and Software Requirements

In order to access and retain Electronic Communications, you must have:

- An Internet browser that supports 128-bit encryption, such as Netscape Navigator version 4.7 or above or Internet Explorer version 5.0 or above.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software.

PRIVACY POLICY AND CONFIDENTIALITY

Subject to Summit's Privacy Policy you agree that Summit may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to license such Content to us for the purposes set forth in this Agreement.

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain certain personal information about you, your Accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to utilize this User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You can see a full description of our security policy by clicking on Security Policy in Online Banking.

IT IS IMPORTANT THAT YOU DO NOT SHARE YOUR ACCOUNT NUMBERS, LOGIN ID and PASSWORD WITH ANYONE FOR ANY REASON.

IN THE EVENT OF UNAUTHORIZED TRANSFER

If you believe your Online Banking Login ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your Summit Account(s) without your permission, contact us at once by calling 585-453-7000 or 800-836-7328.

CONSUMER LIABILITY

You agree to notify us AT ONCE if you believe your password has been lost or stolen. Telephoning us at 585-453-7000 or 800-836-7328 promptly is the best way to protect yourself from possible losses. If you never tell us, you could lose all of the money in your account (plus your maximum overdraft line of credit). Please refer to your EFT Agreement for further error resolution information.

You can see a complete statement of all your Popmoney transfers completed or pending at any time by clicking on the Activity tab. If your statement shows transfers that you did not make, notify us AT ONCE. See Error Reporting and Claims below.

Business Days

The Service will process requests for transfers on business days until 5 p.m. EST/EDT. Our business days are Monday through Friday. Holidays and Bank Holidays are not included.

TRANSFER TYPES AND LIMITATIONS

You may access Popmoney within the Service to transfer funds from one of your Accounts to an account of a Recipient. You may send Popmoney to a Recipient via a text message to their mobile telephone number or an email message to their email address, or by providing us with the recipient's account number and bank routing number. Popmoney also allows you to send to Recipients a request for payment via text message to their mobile phone or an email to their email address.

Popmoney transfers are limited as described hereafter. You may elect to choose an "express" transfer service which permits transfers to be completed within 1 business day. The fee is higher for an "express" Popmoney transfer than the fee for a standard Popmoney transfer. Popmoney transfers are limited to \$2,000 in total for outstanding outbound and incoming Popmoney transfers relating to all of your accounts. "Express" transfers are limited to up to \$1,000 in total for outstanding outbound and incoming Popmoney transfers relating to all of your accounts. You may make up to \$3,000 Popmoney transfers (outbound payments to other or receipt of incoming funds to your account from others) within a rolling 30-day period. "Express" transfers are limited to up to \$1,500 within a 30-day rolling period. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service. We reserve the right to change from time to time the dollar amount of Popmoney transfers you are permitted to make using our Service.

Standard Popmoney transfers are generally completed within 3 business days. Popmoney requests for payment will be open for the Recipient to respond for 30 days from the date sent. An "express" Popmoney transfer is generally completed within 1 business day. If the Popmoney transfer is initiated by sending an email or mobile phone text message the Recipient, the Recipient must respond by providing their bank routing number and checking account number to the Service within 10 business days. If the Recipient fails to respond timely with the required information, the Popmoney transfer will be cancelled/voided.

You may make one-time Popmoney transfers to Recipients or you may establish recurring/scheduled transfers to a Recipient. You may cancel a recurring Popmoney transfer until 5 p.m. EST/EDT on the business day the transfer is scheduled to be made by accessing Popmoney in our Online Banking website. If you need to stop a Popmoney transfer after it is sent, please contact us at 585-453-7000 or 800-836-7328 and we will attempt to retrieve it for you. However, we may be unable to stop the payment.

Without limiting the foregoing, in the event that your use of the Popmoney Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of Popmoney Service" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

REJECTION OF TRANSFERS

We reserve the right to decline to effect/complete any Popmoney transfer, to submit funds transfer instructions or orders, or to carry out any change or cancellation requests.

AUTHORIZATION

You authorize Summit and our Service Provider to complete and process the Popmoney transfer instructions you execute to us. You understand that to effect your Popmoney transfer instructions we utilize the Automated Clearing House (ACH). By using applicable ACH Rules, we will debit your selected Account for the amount of the transfer request and for the amount of the fee. Fees charged for Popmoney requests shall be deducted from the amount received by the party requesting the payment. These amounts will be held by the Service Provider's clearing bank. After our Service Provider and/or its clearing bank are reasonably certain that the debit from your account will not be returned (in most cases this is usually between 3-4 business days), our service provider will credit the Recipient's Account. The sole purpose for our Service Provider's transfer account is to complete your funds transfer requests and for performing the services within the scope of this Agreement. The Service Provider earns no interest on the funds in their transfer account. If the debit from your account fails or is returned for any reason and the credit to the Recipient's account has been completed and cannot be retrieved, you authorize us and/or our Service Provider to collect the amount from another Account you own at Summit. We/our Service Provider reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return. There are fees associated with NSF items and a re-debit attempt may result in additional NSF fees to you.

You understand and agree that in a rare event, such as a natural disaster or national security concern, where our Service Provider is unable to execute your Popmoney transfer request utilizing ACH, they may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as a wire transfer or issuance of a check.

SUSPENSION AND REINSTATEMENT OF POPMONEY SERVICE

In the event that we at any time incur a problem with your use of the Service, including without limitation a fail in attempting to debit any of your Accounts (NSF) or to collect with respect to any of your Popmoney transfers as described above, and without limiting any other right or remedy that we may have under this Agreement, the EFT Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. Generally, one NSF transfer request will result in that account being suspended from the service. Two NSF transfers will result in your profile being suspended from the Service. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided under this Agreement (see "Error Reporting and Claims," below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to certain restrictions, which may include a lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we in our sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Transfer Types and Limitations" above).

DOCUMENTATION

You may access a statement of all Popmoney transfers completed or pending at any time by clicking on the Activity tab within Popmoney. In addition, all Popmoney transfers and associated fees will appear on your checking account statement.

YOUR RESPONSIBILITY FOR ERRORS

You understand that we must rely on the information provided by you. You authorize us to act on any instruction which has been, or reasonably appears to have been, sent by you and/or the Recipient. You understand that Recipient's Account Provider receiving the Popmoney transfer instructions may also rely on such information. You understand that if you provide us with incorrect information, or if there is any error in your instructions, we will make

all reasonable efforts to reverse or delete such instructions after you make us aware of your error; but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Summit and our Service Provider reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

ERROR REPORTING AND CLAIMS

Contact us as soon as you can, at 585-453-7000 or 800-836-7328 in case of errors or questions about your Popmoney transfers, or if you think your statement is wrong, or if you need more information about a Popmoney transfer listed on your statement. You can see a complete statement of all your Popmoney transfers completed or pending at any time by clicking on the Activity tab. We must hear from you within 60 days after we FIRST posted the transfer to your statement. Please follow the Billing Error Resolution Procedures, section 11 of the EFT Agreement.

PROPRIETARY RIGHTS

You acknowledge and agree that we own all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Summit's Service or any of our services or technology.

NO UNLAWFUL OR PROHIBITED USE

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

SERVICE CHANGES AND DISCONTINUATION / SERVICE CANCELLATION

We may modify or discontinue the Service or your account(s) with us at any time, with or without notice, without liability to you, any other user or any third party. We reserve the right without limitation, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Agreement Terms or Conditions, or any rights of Summit, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of the Service.

You may contact us at any time to cancel/terminate your Service at the number and address provided in this Agreement. If you have pending Popmoney transfers, these transactions must clear your account before your cancellation request will be effective. If you have recurring Popmoney payments scheduled, you must cancel each of these recurring transfers BEFORE you cancel your Service. Once your account has been terminated for any reason, you will have no further right or access to use the Service for any reason.

USE OF SMS (TEXT) MESSAGING

Users of the Popmoney Service may receive SMS (text) messages relating to their payments, such as notice of payment, alerts for validation and receipt of a transfer. Popmoney will verify your access to the mobile phone number.

POPMONEY AGREEMENT CONTINUED

To enable this verification, Popmoney will send you an SMS message with a verification code that you will need to enter to direct your payment to your designated bank account. You may receive SMS messages related to your transactions from time to time, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

Questions: You can contact us using the instructions on our website, or at any time from your mobile phone by sending a text message with the word "HELP" to this number: POPMON.

To opt out of the Program: To stop receiving SMS messages you can initiate the opt-out process by sending a SMS message. Just text "STOP" to this number: POPMON.

SECURITY PROCEDURES

You understand that the Recipient's Account Provider may contact us to verify the content and authority of your Popmoney transfer instructions and any changes to those instructions. You agree that we may provide to the Recipient's Account Provider such information as may be required to verify your instructions and may constitute a valid security procedure under the rules governing your accounts with us and with other Account Providers.

DEVIATING FROM SECURITY PROCEDURES

You agree to allow us to authorize any financial institution involved in the Popmoney transfer to accept funds and your transfer instructions in accordance with any authorization procedures as may be agreed to from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed to by you directly or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

ACCOUNT NUMBER POLICY

If your Popmoney transfer instructions identify a bank by name and routing number, and the Recipient's name and account number, the Recipient's Account Provider may execute those instructions by reference to the numbers provided only, even if the number does not correspond to the name provided. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that Summit and our Service Provider have no responsibility to investigate discrepancies between names and numbers.

JOINT ACCOUNT HOLDER

In submitting your application for the Service, you confirm that if any of your Accounts at Summit is a jointly held account, the joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

MEANS OF TRANSFER

While we have previously indicated most Popmoney transfers will occur via ACH, you authorize us to select any means we deem suitable or necessary to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as automated clearing house (ACH), as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time (typically within 3 to 5 business days, unless using an express service); however, we reserve the right to hold funds beyond the normal period from time to time depending upon circumstances.



RECEIVING POPMONEY TRANSFERS

In the event that you are an intended Recipient, another Service customer (the "Transferor") has instructed us to transfer funds (the "Funds") to your account with us. In addition to the Terms stated herein relating to your outgoing Popmoney transfer activity, you agree to accept the terms and conditions set forth below regarding your receipt of Popmoney funds from others.

You authorize us to transfer (credit) the Funds to your Summit Account. In order for us to complete the transfer, you will be prompted to provide us with the following information (the "Information") the same as a Recipient of your Popmoney transfers would be asked to do.

Therefore, we may ask for:

- 1) Your full name;
- 2) Your current residential address;
- 3) Your account number.

You agree not to impersonate any person or use a name that you are not authorized to use. You warrant and represent that you are the person intended by the Transferor and entitled to receive the Funds; that you are not a person whose Accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department; and that the Information you will provide is true, correct and complete.

We reserve the right to decline to complete any transfer, even after you have agreed to all of the Terms, if we have reason to believe that completing the transfer would result in a violation of law or expose us to liability or risk of loss. If the transfer is rejected for any reason, the funds will be returned to the Transferor.

OUR LIABILITY

If we do not provide a Popmoney transfer on time (3 to 5 business days), if we cause an incorrect amount to be removed from your Account or if we cause funds from your Account to be transferred to any account other than the Recipient's Account specified in your transfer instructions, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account. We will not be responsible or liable if the Recipient's Account Provider systems fails and we are unable to complete the transfer. Except as otherwise required by law, we will in no event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty provided in this Agreement.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have sufficient available funds in your Summit Account to make the requested Popmoney transfer. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the Popmoney transfer and the transfer is not completed or is later reversed.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a Popmoney transfer or if Summit's website was not working properly and you knew about the breakdown when you started the Popmoney transfer.

LIMITATION OF WARRANTY AND LIABILITY

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA

DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON SUMMIT'S WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Summit, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Summit Account(s), of any intellectual property or other right of any person or entity.

MISCELLANEOUS

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the Service; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Summit's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement and the EFT Agreement as they appear on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Services, at our discretion. All notices to us must be made in writing. This Agreement is personal to you and you may not assign it to anyone.

This Agreement shall take effect immediately upon the acceptance of your registration for the Service.