



# Money Manager Agreement

**When you click to indicate your agreement, and any time you access or use Money Manager, you are agreeing to be bound by the following terms and conditions.**

Please also refer to your Online Banking Agreement, which applies to all aspects of and applications within online banking and is incorporated into this agreement as if fully restated herein.

With our fully interactive Money Manager service, you may monitor any of your financial Account relationships at SELCO Community Credit Union ("SELCO") and any other financial institution, analyze your personal finances through the Account information you provide, and view the impact of various personal finance strategies. To use this service with other financial institutions they must have the ability to, and permit you to, release your financial information to Money Manager and SELCO.

## **A. Definitions**

1. "Money Manager" means the Money Manager personal finance manager service offered through SELCO Online Banking.
2. "Account" means any of your Accounts at SELCO or any Account you have at another financial institution.
3. "Content" means any Account information, data, or materials you permit to be accessed and used by Money Manager.
4. "SELCO", "we", "our", and "us" means SELCO Community Credit Union.
5. "You" and "your" refers the account holder and any other person authorized to such accounts.

## **B. Accounts with Other Institutions**

You understand and agree that at all times your relationship with any financial institution or Account provider other than SELCO is independent of SELCO and your use of Money Manager. We will not be liable or responsible for any acts or omissions by another financial institution or Account provider, including without limitation, any modification, interruption, or discontinuance of any Account.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO MONEY MANAGER FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AUTHORIZED AGENT, AND NOT AS THE AGENT OF, OR ON BEHALF OF, ANY THIRD PARTY. YOU AGREE THAT WE SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION GRANTED BY YOU.

## **C. Account Eligibility**

Not all types of Accounts are eligible for Money Manager. Be sure to check with SELCO and your other financial institutions or Account providers for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other non-checking Accounts. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

## **D. Account Identification**

If your instructions identify an Account at a financial institution or Account provider by name and Account number, the financial institution or Account provider may execute your instructions by reference to the number only, even if the number does not correspond to the name. You understand that financial institutions or Account providers are not required to investigate discrepancies between the names and Account numbers provided.

## **E. Joint Account Holder(s)**

You agree, and your use of Money Manager shall further confirm, that if any of your Accounts is a joint Account, your joint Account holder has consented for you to use your Accounts for Money Manager. We will terminate Money Manager if any joint Account holder notifies us that (i) they never consented to your use of our 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.

In addition, you understand and agree that any parties with whom you jointly hold an Account accessed by Money Manager may view your other individually-owned Accounts also accessed by Money Manager.

## **F. User Content**

Subject to our privacy policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other Content you provide to us for the purpose of providing Money Manager, and you hereby authorize us to do so. By providing Content, you represent that you have the right to authorize such use by SELCO for the purposes set forth in this Agreement.

## **G. Information Verification**

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your Accounts, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent “money laundering”.

SELCO reserves the right, in its sole discretion, to determine if you are eligible and approved for Money Manager. If you are approved for Money Manager, we shall verify the Accounts that you add to Money Manager. You authorize us to validate the Accounts. Once the validation is complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account.

You authorize us to access your personal financial information for each Account you request SELCO to include in Money Manager.

## **H. Suspension and Reinstatement of Money Manager**

In the event that we at any time reasonably perceive a problem with your use of Money Manager, including, your attempt to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use Money Manager immediately and without prior notice to you. 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 Money Manager by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement of your use of Money Manager. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to restrictions that otherwise might not be applicable to you. Based upon your subsequent usage of Money Manager, we at our sole discretion may thereafter restore your ability to use Money Manager.

## **I. Security Procedures**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution any information required to verify the instructions or to conduct a valid security procedure under the rules governing the Account.

You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed 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 by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these communications.

## **J. Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through Money Manager. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree SELCO shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or misinformation 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, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

## **K. Disclaimer of Warranties**

SELCO MAKES NO WARRANTIES OF ANY KIND REGARDING THE MONEY MANAGER SERVICE, OR ANY PART OF IT, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **L. Limitation of Liabilities**

YOU AGREE THAT WE 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) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (5) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.