

Non-USAA Account Access Agreement ("User Agreement")

This User Agreement contains the terms and conditions for your use of online tools and services that we may provide to you and that involve accessing non-USAA account information ("Services"). ("We" or "us" or "USAA" refers to USAA Federal Savings Bank and its affiliates.) Other agreements you have entered into with USAA such as account and service agreements, the USAA Site Terms and the Online Agreement are incorporated by reference and made a part of this User Agreement.

- 1. Description of Services. USAA provides the ability to aggregate information from several types of third-party, non-USAA, accounts and services. When you permit USAA to aggregate external information on your behalf, it will be made available in your "My Accounts Summary" and incorporated into other tools and services made available by USAA. Depending on the type of account and/or information aggregated, your ability to manage those external accounts from the USAA website or mobile app may vary. USAA may retain one or more third party service providers ("service providers") to provide the Services or any portion of the Services.
- 2. **Provide Accurate Information.** You represent and agree that all information you provide to USAA in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep accountinformation up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us as your agent, (ii) use the Services, and (iii) give us the passwords, usernames, and all other information you provide.
- 3. Content You Provide. Your use of the Services is your authorization for USAA or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to USAA and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other USAA business purposes in accordance with the <u>USAA Privacy Promise</u> (available at usaa.com/privacy). Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.
- 4. **Power of Attorney.** You grant USAA and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you.

For all purposes hereof, you hereby grant USAA and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, and subject to USAA's Privacy Promise and applicable law, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required 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 understand and agree that the Services are not sponsored or endorsed by any third party site. YOU ACKNOWLEDGE AND AGREE THAT WHEN USAA OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.

- 5. **Non-USAA Accounts.** With respect to any third party sites we may enable you to access through the Services or with respect to any non-USAA accounts you include in the Services, you agree to the following:
 - You are responsible for all fees charged by the third party in connection with any non-USAA accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-USAA account, you agree to direct these to the account provider.
 - 2. Any links to third party sites that we may provide are for your convenience only, and USAA does not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We have no responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their Services to you. We are not liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
- 6. **Limitations of Services.** When using the Services, you may incur technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice. Third party accounts in foreign currencies will not be displayed. USAA advises you to only add accounts denoted in US Dollars.
- 7. **Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.
- 8. **Privacy.** USAA will protect and share your information as described in the USAA Privacy Promise.
 - 1. For your security, logon credentials for non-USAA accounts are only retained when necessary.
 - 2. Non-USAA account information may be used by USAA to provide the Services, to offer products and services and for other USAA business purposes in accordance with the USAA Privacy Promise.
 - 3. You can delete a non-USAA account from the Services at anytime.
- 9. **Ownership.** You agree that USAA retains all ownership and proprietary rights in the Services, associated content, technology, and website.
- 10. User Conduct. You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for USAA or cause us to lose the services of our service providers; or (d) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

- 11. **Indemnification.** You agree to defend, indemnify and hold harmless USAA, its third party service providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- 12. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES 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 SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM USAA OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

- 13. **LIMITATION OF LIABILITY.** YOU AGREE THAT USAA AND ITS THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.
- 14. **SUSPENSION OF ACCESS.** USAA reserves the right to limit your access to the Services for violation of these Terms or for any other reason at USAA's discretion.
- 15. **Other Terms.** You may not assign this User Agreement. This User Agreement is entered into in San Antonio, Texas, and shall be governed by the laws of the State of Texas and of the United States. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.

Signature Date / Time Stamp