

ALPENA ALCONA AREA CREDIT UNION

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PERSONAL FINANCIAL MANAGEMENT DISCLOSURE

What is Personal Financial Management?

Personal Financial Management tools allow you to aggregate your accounts across your various financial institutions, making it easier to track your expenses, create a balanced budget, and manage your debt. This is all presented to you in an easy to use, colorful format with financial reporting tools to assist you in your personal financing.

Enrollment: By clicking the Continue button below, you will be taken to MoneyDesktop's website. Please note that by continuing, you authorize the Credit Union to send transaction information securely to MoneyDesktop in order to create your account. Upon visiting the site, your account will be set up automatically to utilize MoneyDesktop's personal financial management and account aggregation tools. Selecting the PFM navigation button in the future will navigate you directly to MoneyDesktop.

Continue

MONEY DESKTOP TERMS AND CONDITIONS

Services: The Service is not intended to provide legal, tax or financial advice. The Service is not a financial planner, broker or tax advisor. The Service is intended to assist you in your financial organization and decision-making and is broad in scope. You should consider consulting with your accountant or other professional who is fully aware of your circumstances in addition to using the Service. Use of Services is personal to you and is not transferable by you to any other person or entity. You are entitled to access and use Services for lawful purposes.

Privacy: MoneyDesktop is committed to the confidentiality, integrity, and security of any personal information about our users. We stress privacy and security standards to guard against identity theft and provide security for your personal information. We regularly re-evaluate our privacy and security policies and adapt them as necessary to deal with new challenges.

Access to your registration information, Account Credentials, Account information and any other personal information you provide is restricted. Internal procedures safeguard access in order to prevent use outside of developing or improving the service.

When you login to MoneyDesktop, we may collect technical and navigational information, such as computer browser type, internet protocol address, pages visited, average time spent on our site. This information may be used, for example, to alert you to software compatibility issues or it may be analyzed to improve our Web design and functionality.

MoneyDesktop will not sell, exchange, or release any of Your individual information or Financial Information to a third party without your express permission or as required by law or court or governmental order. However, MoneyDesktop may share, exchange, sell or publicly disclose compiled, aggregated data containing no personally identifiable information for the express purpose of improving the operation of the Service. This provision and the policies are outlined herein do not imply contractual or other legal rights of any other party.

We follow specific principles that describe how we approach privacy:

1. Use information to provide our users with valuable products and services.
2. Develop products that reflect strong privacy standards and practices.
3. Make the collection of personal information transparent.
4. Give users meaningful choices to protect their privacy.

5. Be a responsible steward of the information we hold.

The information we collect is:

1. General information when you login and relevant data points within applications to augment your service.
2. Referral and statistical information where we have links.
3. Some of our pages use cookies and other technologies to track usage.

Please direct your queries pertaining to the Site, Service or this Statement to us at support@moneydesktop.com. You can also view our Privacy Policy [here](#).

Security: The security of your financial information is critically important. We've built our infrastructure and site to high standards of financial institutions and military encryption.

We use a combination of firewall barriers, encryption techniques and authentication procedures among other things to maintain security of your online session and to protect systems from unauthorized access.

Our servers are in a secure, non-descript facility. Access requires multiple levels of authentication. These facilities are monitored 7 days a week, 24 hours a day. We enforce physical access controls to our building, and utilize redundant power and fire suppression systems to ensure the availability and integrity of your data.

Endorsements: All products and service marks contained on or associated with the Service that are not MoneyDesktop marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third party site or information do not constitute or imply MoneyDesktop's endorsement, sponsorship or recommendation of the third party, information, product or service.

Your Risks: MoneyDesktop acts solely as an operator of the Service for your convenience, and use of the Service and any reliance by you upon any Materials, including any action taken by you because of such use or reliance, is at your sole risk. Neither MoneyDesktop nor any of its underlying service providers, business partners, licensors, employees, distributors or agents is responsible or liable for, or makes any representations or warranties as to:

- A. Any representations, promises, recommendations or inducements that may be made by or through any party (including vendors) found at, on, through or from the Service;
- B. The timeliness, accuracy, reliability, completeness, legality, copyright compliance or decency of the Service or any Materials;
- C. Any inaccuracy, omission, error or delay in the Service or any Materials;
- D. Nonperformance of or interruption in the Service or any Materials due to: (i) any act or omission by any disseminating party, (ii) any force majeure or any other cause beyond the control of any disseminating party or (iii) outages, transmission quality or malfunctions of telephone circuits or computer systems including but not limited to any defects or failures with respect to your software, computer systems or Internet access provider;
- E. The quality of the Service or any Materials (including the results to be obtained from use of them); or
- F. Any loss resulting from, arising out of or related to your access and/or use of or interaction with the Service or the Materials.

Provide Accurate Information: You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and You agree to not misrepresent your identity or your account information. You agree to keep your account information up-to-date and accurate.

Proprietary Rights: You are permitted to use content delivered to You through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, You agree not to reverse engineer or reverse compile any of the Service technology.

Content You Provide: You are licensing to Company and its service providers, any information, data, passwords, materials or other content (collectively, "Content") You provide through or to the Service. Company and its service providers may use, modify, display, distribute and create new material using such Content to provide the Service to you.

By submitting Content, You automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Company and its service providers may use the Content for the purposes set out above. As between Company and its service providers, Company owns your confidential account information. Any distribution, reprint or electronic reproduction of any content in whole or in part is expressly prohibited without our prior written consent.

Posting information: Wherever you can post information:

1. You may not post or transmit any message which is libelous or defamatory or which discloses private or personal matters concerning any persons.
2. You may not interfere with others use of Service including but without limitation to disrupting the normal flow of dialogue.
3. You may not copy or use personal identifying information or business contact information about others without their permission.

You agree that we may use any feedback, suggestions or ideas you post for future modifications of our service, other products and services, advertising or marketing materials. You grant us a perpetual worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide us in any way.

If you use a bulletin board, blog or chat room on our site you should be aware that any information you submit there can be read collected or used by other users and could be used to send you unsolicited message.

Communication: Automatic alerts may be sent to you following certain changes on your account. Voluntary alerts may be turned on by default. Voluntary alerts may then be customized, deactivated or reactivated by you.

Electronic alerts will be sent to the email address you have provided as your primary email address. By providing us with your email address, you agree to receive all required notices electronically to that email address. If your email address changes, you are responsible for updating it within your account.

Third Party Accounts: By using the Service, You authorize Company and its service providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, You hereby grant Company and its service providers a limited power of attorney, and You hereby appoint Company and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for You and in your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your information, all as described above, 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 COMPANY OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, COMPANY AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Service is not endorsed or sponsored by any third party account providers accessible through the Service. You acknowledge that through the use of this Service, Company shall have access to your account credentials, including, but not limited to login username and passwords.

Your Responsibilities: You are responsible for maintaining accurate account information at all times, including valid email. You are responsible for keeping your email address, password and all other information concerning your account confidential. We are entitled to act on instructions received under your username and password. We are not responsible for any credits or debits made to your account by someone else who uses your username or password. We will not be responsible for any losses or liabilities incurred through the use of your password by a third party.

Ending your relationship with MoneyDesktop: The Terms will continue to apply until terminated by either you or MoneyDesktop as set out below.

You may cancel your MoneyDesktop registration at any time by sending a request for cancellation to MoneyDesktop support at support@moneydesktop.com. Upon confirmation of your request, your MoneyDesktop account will be cancelled and cannot be retrieved.

MoneyDesktop may at any time, terminate its legal agreement with you if:

- A. you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- B. MoneyDesktop is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- C. The partner with whom MoneyDesktop offered the Services to you has terminated its relationship with MoneyDesktop or ceased to offer the Services to you; or
- D. MoneyDesktop is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or
- E. The provision of the Services to you by MoneyDesktop is, in MoneyDesktop's opinion, no longer commercially viable.

Disclaimers and Limitations on Liability: THE SERVICE IS BEING PROVIDED BY US "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED ACTIONS AND DATA ACCURACY FOR ANY PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING OUT OF A DISPUTE BETWEEN YOU AND ANY ACTIONS TAKEN IN CONNECTION WITH THE SERVICE, AND YOU HEREBY EXPRESSLY WAIVE ANY SUCH CLAIM AGAINST THE COMPANY OR OUR MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS AND REPRESENTATIVES. WE DO NOT MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING ANY GOODS OR SERVICES OFFERED OR PROVIDED BY AFFILIATE MERCHANTS, THIRD PARTIES OR SUPPLIERS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE. WE DO NOT MAKE ANY REPRESENTATIONS THAT ACCESS TO THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS, OR INABILITY TO ACCESS, THIS SITE. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH YOUR USE OF THE SITE; ANY ACT OR OMISSION BY US IN ADMINISTERING THE WEBSITE OR THE PROGRAM; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF THE REWARDS EARNED BY YOU DURING THE MOST RECENT SIX (6) MONTHS. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification: You agree to protect and fully compensate Company, its affiliates, partners and service providers and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the Service, 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.

Changes and Questions: We may from time to time update this privacy policy to reflect changes made. Wherever possible we will notify our users of changes made. In the event of a material change in the manner we use your personal information we shall inform you of such a change by a prominent notice on the Site or by email. Those with any

questions regarding any portion of this policy are welcome to contact support@moneydesktop.com. We hope you enjoy using our service and will do everything within our power to make your experience with Our Site pleasant.

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