

Personal Financial Management: Terms and Conditions

Welcome to Personal Financial Manager, an online personal financial management Internet-based service. These Terms and Conditions constitute an Agreement between you (“you”, “your”, “user”), and Brighton Bank including our affiliates, partners and third party service providers, (“Institution”, “our”, “we”, “us”), as pertaining to your use of the services, the website (the “Site”) and or its affiliated web applications (the “Services”). By using the Site and/ or Services, you agree to be bound by these Terms and Conditions and the Privacy Policy of our Third Party Provider, as they may be amended from time to time in the future.

You have agreed to accept the Service in accordance with these Terms and Conditions. The Service is only available to Brighton Bank’s Internet banking customers. The terms and conditions of your Internet Banking apply to the Service. By accepting and using the Service, you agree to comply with your Internet Banking and Bill Payment Agreement as well as these Terms and Conditions for the Service.

Accepting the Terms:

In order to use the Service, you must first agree to the Terms and Conditions.

You accept the Terms and Conditions, in their entirety, by:

- A. clicking to accept or agree to the Terms and Conditions, where this option is made available to you by your Institution in the user interface for the Service; or
- B. by using the Service. You understand and agree that Brighton Bank will treat your use of the Service as acceptance of the Terms and Conditions from that point forward.

Brighton Bank may from time to time update these Terms and Conditions and your continued use of the Service indicates your agreement to any modification with respect to these Terms and Conditions.

Privacy:

Brighton Bank is committed to the confidentiality, integrity, and security of your personal information. We regularly re-evaluate our privacy and security policies and adapt them as necessary. It is our strict policy to treat your personal information as confidential. We use and disclose your personal information only as follows:

- A. when given permission by the user;
- B. to analyze the Site and improve the Service;
- C. to deliver to you any administrative notices and communications relevant to your account and/ or your use of the Services;
- D. in order to comply with governmental agency or court orders;
- E. to enforce our Terms and Conditions; and
- F. as otherwise set forth in our Privacy Policy.

For more information about Brighton Bank and its service provider’s data protection practices, please read the Privacy Policy, which is hereby incorporated into these Terms and Conditions.

<https://www.mx.com/privacy-policy/>. The Privacy Policy may be updated from time to time at our discretion and changes will be effective upon posting to the Site. You can direct your queries pertaining to privacy and protection of your data to Brighton Bank’s service provider at termsofuse@mx.com

Service:

The PFM Service is a personal financial management service that allows you to consolidate and track your financial information on the Site. The Service is provided to you without charge and is meant as an aid to assist you in organizing and managing your finances and is broad in scope. The Service is not intended to provide legal, tax or financial advice. Your access to and use of the Service is personal to you and is not transferable by you to any other person or entity; therefore you agree not to resell or make any commercial use of the Service. You are entitled access and use of the Service for lawful purposes.

You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree not to misrepresent your identity or your registration and account information. You agree to keep your registration and account information up to date and accurate. Failure to provide accurate and complete information during registration or account setup may prohibit your use of the Services or result in errors in information generated. You agree and understand that you are responsible for keeping your password and all other information concerning your account confidential. Brighton Bank is authorized to act on instructions received under your username and password.

From time to time Brighton Bank may modify the Service and add, change or delete features of the Service, in its sole discretion, without notice to you. Your access and use of the Service may be interrupted from time to time for any of several reasons, including without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Site and/or the Service or other actions that Brighton Bank and its service provider, in their sole discretion, may elect to take.

Subject to Privacy Policy, you are licensing to Brighton Bank, any information, data, passwords, materials or other content, or content that is retrieved from third party sites at your request (collectively, "User Content") you provide through or to the Service. Brighton Bank may use, modify, display, distribute and create new materials using such User Content to provide the Service to you. By submitting User Content, you automatically agree, or promise that the owner of such User Content has expressly agreed that, without any particular time limit, and without the payment of any fees that the User Content may be used for the purposes set out herein.

Requirements:

You must access the Service with the latest versions of Safari, Internet Explorer, Firefox and Chrome. If you are accessing the Service with another browser or outdated version of one of the above browsers you may notice features that do not work as designed. A screen resolution of 1024 by 768 or larger is suggested. Smaller resolutions may be used but may prevent viewing all features and impede navigating within the Service.

User Risks:

Brighton Bank acts solely as an operator of the Service for your convenience and use of the Service, and any reliance by you upon any content or information (the "Materials") available to you through the Service, including any action taken by you because of such use or reliance, is at your sole risk. Brighton Bank is not responsible or liable for, or makes any representations or warranties as to the following, without limitation:

- 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. Non-performance of or interruption to the Service or any Materials due to, without limitation: (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, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the Service or the Materials.

Third Party Accounts:

By using the Service, you expressly authorize Brighton Bank 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. When you provide account data to us (such as bank or other financial accounts), you authorize us to access, and store, if applicable, a limited amount of information, including (a) a unique user ID and a password that allow us to access those accounts and (b) records and other information from your accounts. By providing us your login information and using these features of our Site, you authorize us to access your financial account information in order to provide the Services to you.

For all purposes hereof, you hereby grant Brighton Bank as well as its service providers a limited power of attorney, and you hereby appoint Brighton Bank 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 BRIGHTON BANK ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, BRIGHTON BANK IS ACTING AS YOUR AGENT. You agree that third party account providers shall be entitled to rely on the foregoing authorization and agency granted by you. You understand and agree that the Service is not endorsed or sponsored by all third party account providers accessible through the Service.

Proprietary Rights:

You are permitted to use content delivered to you through the Service only in connection with the Service. You acknowledge and agree that Brighton Bank's and/or its licensors or suppliers own all rights to the Site and the Services, the content displayed on the Site and the Services including its "look and feel" (e.g., text, graphics, images, logos and button icons), photos, editorial content, notices, and any intellectual or proprietary property and/or technology (in any form) made available to you as a part of or in conjunction with the Service. You are only permitted to use any of the foregoing as expressly authorized by these Terms and Conditions. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile the Service, the underlying technology, including but not limited to Java applets associated with the Service.

Posting information:

Brighton Bank allows, or may allow in the future, users to post content at various publicly available locations. These forums may be hosted by a third party. Wherever you can post information you agree:

- A. You are responsible for all content you submit on the Service.

- B. By submitting content to the Service, you represent that you have all necessary rights and hereby grant Brighton Bank a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Service.
- C. You may not post or transmit any message that is libelous, defamatory, violates any law rule or regulation or which discloses private or personal matters concerning any persons. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate.
- D. You may not interfere with others use of the Service including but without limitation to disrupting the normal flow of dialogue.
- E. You may not copy or use personal identifying information or business contact information about others without their permission.
- F. You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.

You agree that any feedback you provide will become the confidential and proprietary information of Brighton Bank, and you agree that Brighton Bank may use in any manner and without limitation all comments, suggestions, complaints, and other feedback you provide relating to the Service. You agree that Brighton Bank may use any feedback, suggestions or ideas you post for future modifications of the Service, other products and services, advertising or marketing materials. You grant Brighton Bank a perpetual worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free right to use the feedback you provide in any way and for any purpose.

Communication:

Brighton Bank's service provider will communicate with you by e-mail or by posting notices on the Site or the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Electronic alerts will be sent to the email address you have provided as your primary email address. Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the Service.

You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. While, Brighton Bank and its service provider do its best to provide timely and accurate alerts, we neither guarantee the delivery or accuracy of the content of any alert. You also agree, that Brighton Bank and its service providers shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any other third party reliance on an alert. Automatic alerts may be sent to you updating you to certain changes to your account. Voluntary alerts may be turned on by default. Voluntary alerts may then be customized, deactivated or reactivated by you.

If you request customer service or other assistance from Brighton Bank's service provider, you acknowledge and agree that the service provider is authorized to access and view your account information to provide such assistance and support.

No Endorsements:

References to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply Brighton Bank's endorsement, sponsorship, guarantee or recommendation of the third party, information, products or services.

Changes and Cancellation:

You may cancel your registration at any time by sending a request for cancellation to your Financial Institution. Upon confirmation of your request, your access to the Service will be terminated. Brighton Bank reserves the right to change or discontinue, temporarily or permanently, the Service at any time without notice. You agree that Brighton Bank and its service provider will not be liable to you or any third party for any modification or discontinuance of the Service. Brighton Bank reserves the right to alter features, licensing terms, or other characteristics of any version of the Services that it releases.

Brighton Bank may at any time, terminate your access to the Services (without limitation) if:

- A. you have breached any provision of these Terms and Conditions and or the service provider's Privacy Policy (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms and Conditions and/or the Privacy Policy);
- B. required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful);
- C. the Institution has terminated its relationship with the service provider or ceased to offer the Service to you;
- D. the service provider no longer provides the Service in the country in which you are resident or from which you use the Service; or,
- E. the provision of the Service is, in Brighton Bank's sole opinion, no longer commercially viable.

Disclaimers of Warranties:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE OR THE SITE IS AT YOUR SOLE RISK. THE SERVICE, THE SITE, ALL CONTENT AND ALL PRODUCTS ASSOCIATED WITH THE SERVICE ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, OF ANY KIND AS TO THE SITE AND THE SERVICE, 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. FURTHER, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE SITE AND THE SERVICE (WHETHER OR NOT SPONSORED), AND WE EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE AND/OR THE SERVICES WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICES WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE SERVICE 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 THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Limitations on Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRIGHTON BANK AND ITS THIRD PARTY PROVIDERS, THEIR AFFILIATES, PARTNERS AND SERVICE PROVIDERS, SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED INCLUDING WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, RELATING TO TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, OR THE LIKE; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICE; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICE; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE SERVICES.

THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN BRIGHTON BANK, ITS THIRD PARTY PROVIDERS AND YOU. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF \$1.00. THIS LIMITED REMEDY IS AGREED TO BY THE PARTIES AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification:

You agree to defend, indemnify, hold harmless and protect and fully compensate BrightonBank and its Third Party Providers and their affiliates, partners and service providers from any and all claims, liability, damages, losses, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Site or the Services, your violation of these Terms and Conditions or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

No Waiver:

Brighton Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Brighton Bank. No delay or omission on the part of Brighton Bank 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 waiver of any rights or remedies on future occasions.

Exclusive Agreement:

You agree that these Terms and Conditions are the complete and exclusive agreement between you and Brighton Bank. These Terms and Conditions, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and Brighton Bank. These Terms and Conditions supersede any proposal or prior agreement, oral or written, and any other communications between you and Brighton Bank relating to the subject matter of these Terms and Conditions.

Miscellaneous:

The titles and headings of these Terms and Conditions are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in these Terms and Conditions shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms and Conditions to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms and Conditions shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law. All covenants, agreements, representations and disclaimers as to warranties and limitations on liability made in these Terms and Conditions shall survive your acceptance of these Terms and Conditions and the termination of these Terms and Conditions.