

Account Aggregation – Agreement & Terms of Service



This Agreement is entered into between Wings Financial Credit Union ("Wings") and any person who has enrolled in this service through Wings Digital Banking.

Please read this Agreement carefully and print or save it for future reference. By clicking "I Agree" or enrolling in this service you are acknowledging and agreeing that the terms and conditions outlined in this Agreement will apply to and govern your use.

Please contact Wings with any questions at 1 (800) 692-2274.

Account Aggregation is a complimentary informational service by which Wings facilitates the provision of certain data in respect of your accounts and assets held at Wings and other affiliated and unaffiliated financial institutions ("Personal Data") by a third-party service provider engaged by Wings ("Aggregation Vendor").

- 1. Effect on Account Agreements.** This Agreement supplements the terms of your Account Agreement & Disclosure and Digital Banking Agreement and Terms of Service ("Account Agreements"). If there is a conflict between this Agreement and your Account Agreements, the terms of this Agreement will control.
- 2. The Service.** You are engaging Wings to provide Personal Data in an aggregated format ("Aggregated Data") to you through the platform supported by an Aggregation Vendor, for those accounts and assets held at Wings or other institutions as designated by you (the "Service"). Aggregated Data may include, but is not limited to, historical, transaction-level data that is for purposes of reporting and analysis. Your continued use of the Service will be deemed to constitute your acceptance of, and consent to, all such terms and conditions herein.
- 3. Use and Ownership of Personal and Aggregated Data.** Subject to applicable law, you hereby grant to Wings and the Aggregation Vendor a non-exclusive license to Personal Data for
 - a.** all purposes necessary and appropriate to provide the Service and perform under this Agreement,
 - b.** to generate Aggregated Data,
 - c.** to produce and deliver customized reports and analyses for you in connection with your accounts if applicable ("Aggregation Reports"), and
 - d.** to provide other products and services you may engage Wings to provide ("Aggregation Enabled Services"). You agree that:
 - 1.** no ownership rights in Aggregated Data will revert to you after termination of this Agreement;
 - 2.** Wings and the Aggregation Vendor may use, modify, display, distribute, and create new material using Aggregated Data in connection with the provision of the Service;
 - 3.** you may not copy, reproduce, distribute, or create derivative works from Aggregation Reports or any other content you receive through the Service or Aggregation Enabled Services;
 - 4.** Aggregated Data can be accessed and viewed by individuals who support your relationship with Wings and as otherwise required to provide the Service;
 - 5.** Wings and the Aggregation Vendor may use Aggregated Data to help optimize your personal use of the Service, to understand what other tools, features, or functionality may be beneficial to you, and to develop and provide you with other products or services; and
 - 6.** Wings and the Aggregation Vendor may use Aggregated Data that does not identify you individually, whether by name or by any other means of personal identification, for their own business purposes without notice to, or consent of, you, without any particular time limit and without the payment of any fees.
- 4. Your Responsibilities.** As a condition to your use of the Service, you make the following representations and warranties:
 - a. Account Ownership and Authority.** You represent and warrant that you:
 - 1.** have legal ownership of all accounts and assets at the other financial institutions that you designate for aggregation by the Service,
 - 2.** have full power, right, and authority to authorize and permit Wings and the Aggregation Vendor to receive the Personal Data and to grant the licenses to that data provided for herein, or has obtained all such required authorizations and permissions,
 - 3.** are not subject to any legal or regulatory limitations in respect of other financial institutions that would limit or restrict the Service's ability to request and receive Personal Data, and
 - 4.** have all such rights in, and licenses to, the information contained in Personal Data as may be required in order to permit you to grant to Wings the licenses granted hereunder or have obtained such rights and licenses as are necessary for purposes of this Agreement.

- b. Provision of Accurate Information.** You agree to provide the Service with accurate and complete information about your identity and your accounts that you designate for aggregation by the Service, and to maintain that information to keep it accurate and complete.
 - c. Your Authorization.** You agree, at the request of the Service, to execute, acknowledge, deliver, file, record, and publish any necessary authorizations on your behalf with each other financial institution directing Personal Data to be transmitted to Wings and the Aggregation Vendor and such other agreements, and to perform any other acts as may be required to enable the transmission of Personal Data to Wings and the Aggregation Vendor, or as may otherwise be deemed necessary or desirable to carry out the intent and purposes of this Agreement and to perfect more fully the rights and licenses granted to Wings and the Aggregation Vendor hereunder. No authorizations will give Wings or the Aggregation Vendor the ability to withdraw funds, make payments, or otherwise effect transactions in your accounts on your behalf.
 - d. Your Validation.** You shall independently validate Aggregated Data and periodically confirm the accuracy of that data through sources independent of the Service and/or Wings. If you determine that data is inaccurate, incomplete, or otherwise contains misinformation, you agree to promptly contact Wings and/or the relevant other financial institution and resolve the issue.
 - e. Unlawful or Prohibited Use.** You will only use the Service, Aggregation Reports, or Aggregation Enabled Services for lawful purposes and not for commercial purposes, in violation of any applicable law or regulation, or in any other manner that, expressly or implicitly, violates the terms of this Agreement or any other agreements to which you or your accounts are subject.
- 5. Limited Power of Attorney.** You authorize Wings and the Aggregation Vendor to
- a.** provide authorizations on your behalf with another financial institution to the extent you do not do so directly,
 - b.** request Personal Data pursuant to those authorizations, and
 - c.** utilize the transmitted Personal Data to create Aggregated Data as may be required to provide the Service, Aggregation Reports, and Aggregation Enabled Services. You hereby grant Wings and the Aggregation Vendor a limited power of attorney and appoint Wings and the Aggregation Vendor as your true and lawful attorneys-in-fact and agents, each with authority to act independently or jointly, as your true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for you and in your name, place, and stead, in any and all capacities, to enter into agreements with other financial institutions, request Personal Data, and use Personal Data, all as described in the preceding sentence and notwithstanding any privacy commitments previously made to you, 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 UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT WHEN WINGS OR THE AGGREGATION VENDOR IS PROVIDING SUCH AUTHORIZATIONS, AND REQUESTING INFORMATION FROM OTHER FINANCIAL INSTITUTIONS, WINGS OR THE AGGREGATION VENDOR, AS APPLICABLE, IS ACTING AS YOUR AGENT AND NOT THE AGENT OF OR ON BEHALF OF THE OTHER FINANCIAL INSTITUTION. You hereby agree that each financial institution shall be entitled to rely on the foregoing authorizations, agency appointment, and limited power-of-attorney granted by you to Wings and the Aggregation Vendor for all purposes hereunder. You understand that other financial institutions are not involved in providing the Service and do not endorse or sponsor the Service, nor does Wings endorse or recommend the services of any other financial institution.
- 6. Warranty Disclaimers.** You expressly understand and acknowledge the following warranty disclaimers regarding the Service:
- a.** the Service and all information, content, products, and services (including those of the Aggregation Vendor) provided in connection therewith is at your sole risk;
 - b.** Aggregated Data will be effective as of the most recent Personal Data transmitted from the other financial institution and may not be accurate if that transmission was not successfully completed or the information received is otherwise inaccurate or current;
 - c.** the Service is provided "as is" and "as available" for informational purposes only as a convenience to you, and is not intended for trading or transactional purposes or to replace official records and statements regarding your assets and accounts;
 - d.** you are responsible for making all financial decisions based on the information provided by the Service, which decisions will not be initiated or intermediated by or through the Service;
 - e.** Wings is not acting as your administrative or investment fiduciary, or giving legal, tax, or financial advice, in providing the Service;
 - f.** Wings will rely on the information you provide regarding Authorized Accounts, without further verification or validation;
 - g.** Wings expressly disclaims all warranties of any kind as to the Service and all information, products, services, and content (including those of the Aggregation Vendor) provided in connection with the Service, either express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, functionality, title, and non-infringement, and any warranties implied by any course of dealing, course of performance, or usage of trade, and specifically disclaims any and all implied warranties;
 - h.** Wings makes no warranty that the Service will
 - 1.** meet your requirements,
 - 2.** be uninterrupted, timely, secure, error- or defect-free,
 - 3.** operate in a combination with any hardware, software, system, data, product, or service,
 - 4.** collect Personal Data and generate Aggregation Reports that are accurate, complete, or reliable,
 - 5.** provide information or content that meets your needs or expectations,
 - 6.** be able to request and aggregate your accounts and assets held at all of your custodians, and

7. provide content that is free of viruses, malware, errors, or other harmful components;
 8. Wings assumes no responsibility for the timeliness, deletion, mis-delivery, delivery failure, or failure to store any Personal Data or communications with you pursuant to this Agreement, nor does it assume responsibility for any information communicated by you to Wings;
 - i. Wings may not correct any errors in the Service, Aggregation Reports, or Aggregation Enabled Services;
 - j. no advice or information, whether oral or written, obtained by you from Wings or related to the Service will create any warranty not expressly stated in this Agreement;
 - k. Wings makes no warranty as to the reliability, timeliness, quality, suitability, availability, accuracy, comprehensiveness, completeness, correctness, copyright clearance, legality, or decency of any Service content; and
 - l. any information or content provided to you in connection with the Service is provided at your own discretion and risk. In addition, no information, whether oral or written, obtained by you from the Service will create any warranty not expressly stated in this Agreement. The foregoing warranty disclaimers will apply to you notwithstanding anything to the contrary in this Agreement but subject to applicable law that does not allow the exclusion of certain warranties.
7. **Limitation of Liability.** To the maximum extent allowed by law, neither Wings nor any of its respective third-party service providers (including Aggregation Vendor), directors, officers, employees, representatives, and agents (collectively, Service Providers) will be liable to you or any third party for any damages, claims, or losses (including indirect, incidental, special, compensatory, consequential, or exemplary damages), whether based in contract, tort (including negligence), product liability, or otherwise, and even if Wings has been advised of the possibility of such damages, claims, or losses and/or a remedy set forth herein is found to have failed of its essential purpose, which are incurred as a result of:
- a. the provision of the Service to you or inability to provide the Service for any period;
 - b. the cost of procuring substitute goods and services resulting from any products, information, content, or services purchased or obtained or transactions entered into, through or from the Service;
 - c. unauthorized access to or alteration of Personal Data transmitted through the Service;
 - d. any inaccuracy, incompleteness, or misinformation contained in the information provided by you to the Service;
 - e. statements or conduct of anyone concerning the Service;
 - f. the Service's receipt or inability to receive Personal Data from any other financial institution;
 - g. any act, omission, performance, or non-performance of Wings, the Aggregation Provider, or any other financial institution;
 - h. any modification, interruption, or discontinuation of the Service;
 - i. errors, inaccuracies, or delays in Personal Data or Aggregated Data, or any actions taken by you in reliance thereon;
 - j. delay, interruption, or failure to perform any obligations hereunder due to circumstances beyond that person's reasonable control (including acts of God, strikes, riots, acts of war, power outages, computer viruses, maintenance activities, system or telecommunication failures, fires, floods, earthquakes, extreme weather, or changes in governmental regulations);
 - k. theft, misuse, corruption, contamination, loss, or unauthorized release or receipt of Personal Data or Aggregated Data;
 - l. any charges imposed by other financial institutions;
 - m. delivery failures for notices to you;
 - n. any trading losses, loss of profits, goodwill, use, data, business interruption, loss of privacy, or other losses or damages of any kind arising from or related to your use of, or inability to use, the Service; or
 - o. any other matter arising from or related to the Service or your use of Aggregation Reports or Aggregation Enabled Services.
- In no event will Wings be liable to you for direct damages caused by Wings in excess of \$1.00; this limited remedy is agreed to by you and survives a failure of its essential purpose.
8. **Indemnification.** To the maximum extent allowed by law, you agree to defend, indemnify, hold harmless, and fully compensate the Service Providers from any and all third-party actions, claims, liability, damages, losses, expenses, and costs (including, but not limited to, attorneys' and expert witness fees and expenses and all costs of investigation) caused by or arising from
- a. Wings provision of the Service to you,
 - b. Your acts or omissions,
 - c. Your breach of this Agreement or the Account Agreements,
 - d. Your fraud, manipulation, or other legal violation, or
 - e. Your infringement or violation of any property or other right of any third party unless it has been finally determined that those Costs are attributable to a Service Provider's gross negligence or intentional misconduct.
9. **Aggregation Vendor.** The Aggregation Vendor is a third-party service provider engaged by Wings to provide certain aspects of the Service, acting pursuant to an agreement with Wings. You understand and acknowledge that

- a. in order to provide the Service, Wings and the other financial institutions need to share Personal Data with the Aggregation Vendor and you may need to access a portal and/or other websites or content provided by Aggregation Vendor and
 - b. you have no direct contractual relationship with the Aggregation Vendor under this Agreement and may not enforce contractual remedies against the Aggregation Vendor to the extent it has failed to perform as required. Notwithstanding anything to the contrary contained herein, you agree that Wings may remove or replace Aggregation Vendor, including by directly assuming Aggregation Vendor's responsibilities hereunder, at any time, and without prior notice to you. Upon request by Wings, you agree to take actions as may be necessary to give effect to any removal or replacement of Aggregation Vendor.
- 10. Other Financial Institutions.** Wings may add or remove other financial institutions at any time for any reason and has no obligation to provide notice to you of any such change. You agree, upon request by Wings or the Aggregation Vendor, to take those actions necessary to terminate outstanding authorizations, enter into new authorization, or otherwise give effect to the addition or removal of other financial institutions. You understand and acknowledge that the other financial institutions that control your accounts and assets may be incompatible with the Service.
- 11. Intellectual Property Rights.** You acknowledge and agree that:
- a. other than your electronic records stored by the Service, all content included in or available through the Service is the property of Wings and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights;
 - b. the compilation of all content on the Service is the exclusive property of Wings and/or its licensors and is protected by copyright or other intellectual property rights;
 - c. the trademarks, logos, and service marks displayed on the Service (collectively, Trademarks) are the registered and unregistered trademarks of Wings or third parties, and may not be copied, altered, modified, or changed; and
 - d. nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Wings or the third party which has rights to such Trademark, as appropriate.
- 12. Term; Termination.** This Agreement will be effective on the date executed by you and will terminate on the date this Agreement is terminated by either party or according to its terms. Either party can terminate this Agreement with notice to the other for any reason at any time on at least 10 calendar days' prior notice to the other. Your failure to terminate this Agreement after an amendment by Wings will be deemed to constitute your acceptance of, and agreement to be bound by, the Agreement, as amended. You can request the most current version of this Agreement by giving notice to Wings. Notwithstanding anything to the contrary herein, this Agreement will terminate automatically
- a. if your Account Agreements terminate for any reason,
 - b. if you cease to be a Wings member, or
 - c. following the transfer of assets to Wings when the Service is used solely in connection with the transfer of assets to Wings.
- Termination of this Agreement will not result in the termination of your Account Agreements. After termination of this Agreement, your access to the Service will cease and you may be required to take action to terminate any authorization remaining in effect. Wings reserves the right to change or discontinue the Service, temporarily or permanently, at any time, and/or terminate this Agreement.
- 13. Miscellaneous**
- a. **Exclusive Agreement.** This Agreement, together with the Account Agreements represents the complete and exclusive agreement between Wings and you regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. This Agreement, as it may be amended from time according to its terms, will prevail over any subsequent oral communications between the parties.
 - b. **Admissibility.** A printed version of this Agreement and of any Notice hereto shall be admissible in judicial, administrative, arbitration, or other proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
 - c. **Severability.** If any provision (or portion of a provision) of this Agreement is held to be invalid or otherwise unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with the other provisions remaining in full force and effect.
 - d. **Counterparts; Electronic Copies.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one instrument. Electronic copies of signature pages hereto will have the same binding force and effect as original copies.
 - e. **Third-Party Beneficiaries.** No party intends for this Agreement to benefit any third party not expressly identified or described herein, but the parties acknowledge that this Agreement is intended to benefit those third parties who are so identified or described as fully as if those third parties were parties to this Agreement. Without limiting the generality of the foregoing, Aggregation Vendor may rely upon Your grant of a license under this Agreement and the authorization and grant of a limited power of attorney under this Agreement, and Service Providers may rely upon the disclaimer of warranties, limitation of liability, and indemnity under this Agreement, and those persons are, for the purposes of those sections, third-party beneficiaries to this Agreement, entitled to the benefits of and to enforce the rights and protections provided by those Sections as fully as if those persons were parties to this agreement.
 - f. **Notices.** Any notice, consent, approval, request, or other communication that a party to this Agreement may desire or be required to give hereunder to the other party hereto (shall be in writing and shall be deemed to have been properly given or served if sent

by electronic mail, in each case, to the e-mail address provided on the signature page hereto. Any party may designate another e-mail address for notice hereunder by a notice given pursuant to this Section.

- g. Amendment.** Wings may amend this Agreement (an “**Amendment**”) upon notice to You. Your continued use of the Service following an Amendment will be deemed to constitute Your express consent to the Amendment. Any other amendment to this Agreement will require the written agreement (which may be electronic) of the parties.
- h. Waiver.** Wings will not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Wings. No delay or omission by Wings in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by Wings on one occasion will not be construed as a waiver of any rights or remedies by Wings on future occasions.
- i. Dispute Resolution; Governing Law.** The parties hereby agree that any dispute concerning this Agreement, or the Service will be resolved in accordance with the procedures contained in the Account Agreements and that the governing law provisions of the Account Agreements will apply with equal force to this Agreement.
- j. Survival.** If this Agreement terminates for any reason, the provisions of Sections 1, 3, 4e, 7, 8, 9, 12, as well as the provisions of this Section 13 will survive.