



## TERMS AND CONDITIONS

### **SmartyPig Terminology**

Please review the following SmartyPig definitions.

*SmartyPig User Profile* – A “User Profile” is a collection of information about a user including their profile and account information.

*SmartyPig Savings Account* – A “Savings Account” is a collection of Savings Goals, funding sources and Co-Owners. Users may have multiple Savings Accounts at SmartyPig.

*SmartyPig Savings Goal* – A “Savings Goal” is a specific financial goal for which someone is saving. A goal resides in a specific Savings Account. Users may have multiple saving goals.

*SmartyPig Gift Card* – A “SmartyPig Gift Card” is an electronic or physical gift card that can be purchased on SmartyPig.com. Physical gift cards can be purchased from \$25 to \$500 and electronic gift cards from \$10 to \$500 and can be given as a gift to someone to redeem into his or her active SmartyPig Savings Goal.

*Best-In-Class Retail Gift Card* – A “Best-In-Class Retail Gift Card” is a card that has been issued by one of SmartyPig’s retail partners, such as Home Depot®, Zales® or Amazon.com® onto which customers can redeem Savings Goals.

*SmartyPig MasterCard® Debit Card* – A “SmartyPig MasterCard® Debit Card” is a pre-loaded debit card onto which customers can redeem Savings Goals.

*Posted/Cleared Funds* – SmartyPig considers funds to have “posted” once SmartyPig has collected the funds and has complete control of the funds.

*Pending Funds* – SmartyPig considers funds to be “pending” until posted. Pending funds do not earn interest.

### **Minors (under the age of 18)**

You must be 18 years or older to create a SmartyPig account. However, a Primary Account Holder may invite a minor to their SmartyPig Savings Account. Upon invitation, the minor will receive an invitation via email from SmartyPig and MUST click on the special link in the email to open their SmartyPig account. A minor can only be designated as a View-Only Co-Owner of a SmartyPig Savings Account. A minor will not be able to create his or her own Savings Accounts until he/she turns 18 years of age. Minors cannot close a Savings Goal or a Savings Account, or access funds in an account of which they are a Co-Owner.

## **USA PATRIOT Act**

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires SmartyPig to obtain, verify and record information that identifies each person who opens a SmartyPig account. When you open an account, we will ask for your name, address, date of birth, social security number and other information that will allow us to identify you. We may also ask for your driver's license or other identifying documents. Minors will not be required to submit driver's license information.

## **Online Verification**

SmartyPig takes identification verification of our customers seriously. We use a multi-tiered process to confirm your identity. SmartyPig has partnered with a leader in the identification verification industry and also uses government agencies to verify identity. Beyond confirming your identity, SmartyPig scans all customers against OFAC lists at the time of application. OFAC screens are also performed periodically while the customer maintains an active SmartyPig account.

## **User Registration**

To open an account, you must be one of the following: 1) U.S citizen, 2) U.S. permanent resident alien with a green card and social security number or 3) Resident with a social security number. You must be at least 18 years of age and have an existing checking or savings account. If you are under the age of 18, please have your parent or legal guardian open a SmartyPig account first. Once the account has been created, your parent or legal guardian will be able to add you as a co-owner and give you view-only access to the account.

Here's what you'll need to create an account:

- Driver's license number or state issued ID number and state of issuance
- Social security number
- Residential address
- Previous address if less than two years at current address
- E-mail address
- Date of birth
- Daytime and evening phone number

## **Business Accounts**

SmartyPig does not accept Business Accounts.

## **User Conduct**

You understand and agree not to use SmartyPig to:

- Post or upload images, content or initiate communications which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable.
- To violate any laws or for any illegal purpose.
- Contribute funds to a user's Public Savings Goal or create a Public Savings Goal for others to contribute, for the purpose of money laundering or other illegal transferring of funds.
- Falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- Upload, post, e-mail, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as

insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

- Upload, post, e-mail, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights.
- Upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation. This prohibition includes but is not limited to a) Using SmartyPig invitations to send messages to people who don’t know you or who are unlikely to recognize you as a known contact; b) Using SmartyPig to connect to people who don’t know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) Sending messages to distribution lists, newsgroup aliases, or group aliases.
- Upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Stalk or harass anyone.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through SmartyPig.
- Post content in fields that are not intended for that content. Example: Putting an address in a name or title field.
- Interfere with or disrupt SmartyPig or servers or networks connected to SmartyPig, or disobey any requirements, procedures, policies or regulations of networks connected to SmartyPig.

### **Private Savings Goals**

Goals can be designated as “Private” by the Primary Account Holder or by a Limited Access Co-Owner. Private Savings Goals will only be viewable by the Primary Account Holder and all Co-Owners (Limited Access and View-Only). Private Savings Goals will not be searchable under the “Friends’ Goals” tab of the home page (<http://www.smartypig.com/friends-goals>).

### **Public Savings Goals**

In the course of using SmartyPig, users may provide information about their Savings Goals, which may be visible to other users. You understand that by designating a Savings Goal as “Public” on the SmartyPig website, you are granting to SmartyPig, a royalty-FREE, perpetual, irrevocable license to display your Public Savings Goal page and individual Savings Goal information you provided until the Savings Goal has been met or you specify the Savings Goal as “private” (see our [Privacy Policy](#) to learn more about information displayed on Public Savings Goals). Users can locate your Public Savings Goal by searching on your e-mail address or the e-mail address of a Co-Owner assigned to that Savings Goal under the “Friends’ Goals” tab of the home page (<http://www.smartypig.com/friends-goals>). Furthermore, you understand that SmartyPig reserves the right to reformat, excerpt, or translate any information unsuitable for public viewing. You understand that all information publicly posted or privately transmitted through SmartyPig is the sole responsibility of the person from which such content originated and that SmartyPig will not be liable for any errors or omissions in any content. You understand that SmartyPig cannot guarantee the identity of any other users with whom you may interact in the course of using SmartyPig. **Additionally, we cannot guarantee the authenticity of any data that users may provide about themselves or their Public Savings Goals.**

## Co-Owners

SmartyPig Primary Account Holders can invite Co-Owners to their SmartyPig Savings Account. As an example, a Primary Account Holder can invite a spouse or child to view and/or manage their SmartyPig Savings Account. The Primary Account Holder may designate Co-Owners as “View-Only” or “Limited Access” to their Savings Account. **Co-Owners added to the account have restricted access to the Savings Accounts. They do not have access to or ownership of the funds or interest earned on the account.** Co-Owners must follow the same user registration steps as the Primary Account Holder and will setup their own unique access to SmartyPig before being matched to the primary owner’s Savings Account. Invitations to Co-Owners expire within 30 days.

- **View-Only Co-Owners** have a “View-Only” access to the Savings Account and will not be allowed to add/edit or delete funding sources, Savings Goals or Co-Owners within the primary owner’s SmartyPig Savings Account. They cannot stop or close a Savings Goal at anytime or access funds.
- **Limited Access Co-Owners** can add/edit or delete funding sources, add or edit Savings Goals or add or remove Co-Owners within the Primary Account Holder’s Savings Account. They cannot delete the Primary Account Holder or stop/close a Savings Goal from the Savings Account.
- **Co-Owners** do not have any ownership of the funds in the account. See “Stop/Close A Savings Goal” for more information.

## Delete A Co-Owner

Primary Account Holders and Limited Access Co-Owners may, at any time, log on to their SmartyPig profile and delete other Co-Owners of the accounts of which they are the primary owner or a Limited Access Co-Owner. To delete yourself as a Co-Owner, please contact SmartyPig Customer Service at 1-888-567-6278. Primary Account Holders may not be deleted from their own account or goal.

## Contribute To A Private Savings Goal

If a goal is marked as private, only the account owners(s) can contribute.

## Contribute To A Public Savings Goal

When contributing to a user’s Public Savings Goal, the contributor affirms that it is illegal to contribute funds to a user’s Savings Goal or create a Savings Goal for others to contribute, for the purpose of money laundering or other illegal transferring of funds. The recipient will not receive notification via email of the gift until the purchaser’s funds have cleared. Credit card purchases take one business day and purchases made with a SmartyPig funding source will take three business days to clear. SmartyPig will email the purchaser the moment the recipient accepts this gift. Contributions must be accepted or denied by the recipient before the funds are transferred to the recipient’s Savings Goal. Gifts expire in 90 days. If the recipient does not accept the gift or the gift expires, the funds minus any transaction fee(s) will be credited back into the purchaser’s payment method used to purchase the gift. Contributions via credit card are charged a 2.9% processing fee per transaction. SmartyPig account holders can contribute to a public savings goal using their existing checking or savings account (ACH) and the processing fee is waived.

## SmartyPig Gift Cards (Electronic and Physical)

Anyone can purchase SmartyPig gift cards: current account holders, non-SmartyPig users, corporations, holiday shoppers, etc. When purchasing a SmartyPig Gift Card(s), the purchaser affirms that it is illegal to contribute funds to a user’s Savings Goal or create a Savings Goal for others to contribute, for the purpose of money laundering or other illegal transferring of funds.

**To redeem a gift card, the purchaser acknowledges that the recipient of the card must either have an existing SmartyPig account or must create a SmartyPig account (and a Savings Goal) in order to redeem the gift card.** A SmartyPig Gift Card is redeemable only on the SmartyPig.com website for U.S. customers. To redeem the SmartyPig gift card the recipient must have an active SmartyPig account and Savings Goal, subject to prior acceptance of the terms and conditions and disclosure agreements. SmartyPig Gift Cards can only be redeemed using an active SmartyPig Savings Goal. If you have a SmartyPig Account, but do not have an active Savings Goal, you will need to create one in order to redeem your gift. Not redeemable for cash (except if required by law). No refunds or exchanges allowed, and the card may not be used to purchase any other merchandise, allowances or SmartyPig gifting. Data collection and use subject to the SmartyPig [Privacy Policy](#), unless stated otherwise. Risk of loss and title for cards passes to purchaser on transfer. SmartyPig is not responsible for any loss or damage resulting from lost or stolen cards or use without holder's permission. SmartyPig and its licensees, affiliates, and licensors make no warranties, express or implied, with respect to prepaid cards or the SmartyPig website and disclaim any warranty to the fullest extent available. These limitations may not apply to you. Void where prohibited. Not for resale. Subject to full terms and conditions and disclosure agreements available at [www.smartypig.com/disclosures](http://www.smartypig.com/disclosures). Cards have no value until activated on SmartyPig.com.

Electronic Gift Cards: Can be purchased on SmartyPig.com in whole dollar increments from \$10 to \$500. The recipient will not receive notification via email of the gift until the purchaser's funds have cleared. Credit card purchases take one business day and purchases made with a SmartyPig funding source will take three business days to clear. SmartyPig will email the recipient the moment the recipient accepts this gift. Contributions must be accepted or denied by the recipient before the funds are transferred to the recipient's Savings Goal. Gifts expire in 90 days.

Physical Gift Cards: Can be purchased on SmartyPig.com in denominations of \$25, \$50, \$100 and \$500 and shipped to the purchaser or recipient via UPS or USPS. Physical gift cards do not expire.

### **SmartyPig MasterCard® Debit Card**

Use of the SmartyPig MasterCard® Debit Card constitutes acceptance of the complete Terms and Conditions. The card can be used anywhere MasterCard® is accepted, and cash, subject to daily limits, can be withdrawn from ATMs. The card works for withdrawals only. You cannot make deposits onto this card. Funds remaining on your card do not earn interest. If your purchase is more than your available balance, it may be declined unless you process it as "split tender". By selecting the SmartyPig MasterCard® Debit Card redemption option, you agree to:

- Sign the back of your Debit Card before use.
- Write down the card number to reference if the card is lost or stolen.
- Safeguard the card as cash.
- If your debit card is lost or stolen, you should contact SmartyPig Customer Support at 888-567-6278 to report your card lost or stolen. If after SmartyPig business hours, call SHAZAM directly to report the card lost or stolen at 1-800-383-8000.

To activate your SmartyPig MasterCard® Debit Card, insert the card into any ATM (Automated Teller Machine) and enter the 4-digit PIN number that was mailed to you in a separate envelope 2-3 business days after you received your debit card. The card can be refilled with the proceeds of a current or future SmartyPig Savings Goal. If this card is lost, stolen, discarded or destroyed, you will be charged a fee of \$6 for a replacement. There are no monthly fees, load fees or ATM

fees charged by SmartyPig or West Bank. Owners of ATMs may impose withdrawal fees. The SmartyPig MasterCard® Debit Card is non-returnable or refundable.

### **Best-In-Class Retail Gift Cards**

The use of your Retail Gift Card constitutes your acceptance of the complete Terms and Conditions. Upon closing a goal via Retail Gift Card, you will be required to read and agree to the Terms and Conditions pertaining to your specific Gift Card. Terms and Conditions are retailer specific and will vary. Upon receipt of your Retail Gift Card, write down the card number (important if the card is replaceable if lost or stolen). Retail Gift Cards cannot be redeemed for cash. SmartyPig is not responsible for lost or stolen Retail Gift Cards. If a Retail Gift Card is selected as the redemption method, funds transfer from our banking partner at the time the retail gift card is selected from West bank, therefore ending the banking relationship. Funds are no longer FDIC insured once placed on a retail gift card.

### **Interest**

Interest on ACH and Credit Card transactions begins to accrue once the funds have been received by SmartyPig and have posted to your account.

### **Editing A Savings Goal**

The Primary Account Holder or Limited Access Co-Owner of the Savings Account can edit Savings Goals without penalty at anytime.

### **Editing Your Profile**

Account holders may edit their user profile at anytime. For security reasons, limited information may be modified in the user profile. Users may change their email address. For security reasons, if a user changes their email address, SmartyPig will send a confirmation email to both the old and new email address specified. If at anytime a user chooses to change any information in their user profile, a security email and notification will be sent to the account holder.

### **Editing Your Avatar**

Users may upload their own avatar image. All avatar image uploads are placed into pending status and reviewed by SmartyPig staff. Your image will be re-sized to 48 x 48 if it isn't already. The following file formats will be accepted: .jpeg, .jpg and .gif. It is against SmartyPig policy to upload images, which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable. SmartyPig reserves the right to reject your image upload. SmartyPig will approve or deny your image by the next business day. Once approved, your image will be activated in your account profile.

### **Inviting Friends**

In order to invite others to your "friends" list, you will initiate a request from SmartyPig that they be added as a friend to your account. This information will be used by SmartyPig to send your invitation including a message that you write. Your friend can then accept or deny the request. The names and e-mail addresses of people that you invite will be used only to send your invitation. Invitations to friends expire within 30 days.

### **Funding Sources**

Users can establish multiple funding sources for a Savings Account. Funding sources can be added at anytime by the Primary Account Holder or Co-Owner with Limited Access to the Savings Account. A funding source cannot be edited or changed while there are pending transactions associated to that funding source. A funding source cannot be deleted when it is

being used to fund an active goal unless a new funding source has been added to fund said goal.

### **Stop or Change a Recurring Transaction**

SmartyPig requires a 3-business day notification prior to the predetermined day you specified, to stop or change a recurring automatic transfer of funds. If you wish to change the funding source of a recurring transaction, you must have first created a replacement funding source. When a goal is reached, it is the responsibility of the account holder to stop their goal and redeem their funds. The monthly recurring contribution to the goal will no longer occur unless an edit to the goal is made. Funds will continue to earn interest until you stop your goal.

### **Fees**

The following fees may apply:

- Contributing funds to a public savings goal via Credit/Debit Card, a 2.9% processing fee per transaction will be charged to the purchaser. SmartyPig account holders can contribute to a public savings goal using their existing checking or savings account (ACH) and the processing fee is waived.
- Purchasing a physical or electronic gift card via Credit/Debit Card, a 2.9% processing fee per transaction will be charged to the purchaser. SmartyPig account holders can purchase a physical or electronic gift card using their existing checking or savings account (ACH) and the processing fee is waived. For physical gift cards, shipping charges may apply.
- When closing a Savings Goal online, the account holder has three options to receive their funds. These options are provided at no cost to the customer. The customer can choose to place their savings plus interest on a pre-loaded SmartyPig MasterCard® Debit Card, Best-In-Class Retail Gift Card or the funds can be transferred back to the customer's existing checking or savings account (ACH).
- Replacement of a lost, stolen or discarded SmartyPig MasterCard® Debit Card is \$6.
- Overdrawn accounts will be charged a \$27 fee per overdrawn item.

### **Limitations, Minimums and Maximums**

- Minimum requirement for a Savings Goal is \$250.00.
- Maximum amount of a Savings Goal cannot exceed \$250,000.00.
- Initial deposit is required to start a Savings Goal. The minimum is \$25.00 and the maximum is \$50,000.00.
- Each Savings Goal must have a recurring monthly contribution. The minimum is \$10.00 and the maximum is \$50,000.00.
- Maximum aggregate daily contribution to one or more Public Savings Goal(s) by an individual is \$50,000.00.
- Physical gift cards are offered in \$25.00, \$50.00, \$100.00 and \$500.00 increments.
- Electronic gift card minimum is \$10.00 and the maximum is \$500.00. You cannot send an electronic gift to the same email using the same credit card within a 24-hour time period.
- Public contribution minimum is \$10.00 and the maximum is \$500.00. You cannot contribute to the same public goal using the same credit card within a 24-hour time period.
- For our customers' security, funds will not be available for transfer until 2 business days after all pending transactions have cleared. Not available to minors. Waived when required by law.

## **Business Days**

SmartyPig considers business days to be Monday – Friday with the exception of national holidays.

## **Timelines**

- Time allowed to verify an email during account setup before expiration is 14 days.
- Time allowed for a user to create their SmartyPig account once they pass the online verification is 14 days.
- Time allowed to complete an application is 60 days. After the 60-day period, the application will expire.
- A goal can be closed 4 business days after the last transaction posts into the goal. A goal cannot be closed if there are pending transactions.
- Time to process and receive a SmartyPig MasterCard® Debit Card is 10-15 business days once all pending transactions have posted.
- Time to process and receive a Retail Gift Card is 7-10 business days once all pending transactions have posted.
- Time to process and receive the transfer of funds back to a customer's existing checking or savings account (ACH) is 2 business days once all pending transactions have posted.

## **Timetable for Typical ACH Transactions**

- ACH transactions are considered “pending” in your SmartyPig account until posted.
- ACH transactions take 2 banking business days to post.
- Interest begins to accrue once funds have posted.
- “Pending” transactions can be viewed in the Transaction History section of your Savings Goal.

## **Timetable for Typical Credit Card Transactions**

- Credit Card transactions are considered “pending” in your SmartyPig account until posted.
- Credit Card transactions take 1 banking business day to post.
- Interest begins to accrue once funds have posted.
- “Pending” transactions can be viewed in the Transaction History section of your Savings Goal.

**An additional 4-banking day pending period may apply to reverse transactions.**

*Banking days are defined as Monday through Friday with the exception of federal banking holidays:*

- *New Year's Day - January 1, 2009*
- *Martin Luther King, Jr. Day - January 19, 2009*
- *Presidents' Day - February 16, 2009*
- *Memorial Day - May 25, 2009*
- *Independence Day - July 3, 2009*
- *Labor Day - September 7, 2009*
- *Columbus Day - October 12, 2009*
- *Veterans Day - November 11, 2009*
- *Thanksgiving Day - November 26, 2009*
- *Christmas Day - December 25, 2009*

### **Voiding Policy**

An ACH transaction can be voided for a limited time on the day in which it was initiated. If your transaction is voidable, you can find the void button under the "Transaction History" tab of your goal. If a monthly contribution is voided, the monthly contribution will continue to draft the following month on the date you specified. SmartyPig is not responsible for fees charged by banks for NSF or Stop Transaction.

### **Stop/Close A Savings Goal**

A goal can be closed 4 business days after the last transaction posts into the goal. A goal cannot be closed if there are pending transactions. In most instances, credit card transactions post in 1 banking business day and ACH transactions post in 2 banking business days. In the case that there are outstanding gifts to a Public Savings Goal, it is the responsibility of the account holder to accept or deny any gifts before closing the goal. Only the Primary Account Holder may close a SmartyPig Savings Goal. Any money or interest earned in an account is the property of the Primary Account Holder. In the case that there are Co-Owners assigned to the account (View-Only or Limited Access) the Co-Owner has no access to or ownership of the funds in the account. When closing a Savings Goal online, the account holder has the option to place the funds on a pre-loaded SmartyPig MasterCard® Debit Card, Best-In-Class Retail Gift Card or the funds can be transferred back to the customer's existing checking or savings account (ACH). If ACH is selected, funds can only be returned via ACH to a funding source that has been used to fund the goal.

### **Delete A Savings Account**

A Savings Account cannot be deleted from your profile until all Savings Goals have been stopped/closed as defined above. To delete a SmartyPig Savings Account, you must contact SmartyPig Customer Support at 888-567-6278. Customer Support will verify your identity. Upon verification of your identity, your Savings Account will be deleted from your profile.

### **Deactivate Your SmartyPig User Profile**

To deactivate your SmartyPig User Profile, you must contact SmartyPig Customer Support at 888-567-6278. Your user profile cannot be deactivated until all Savings Goals have been stopped/closed as defined above. Customer Support will verify your identity. Upon verification of your identity, your account will be locked and processed for deactivation. This process may take 2-4 weeks. By law, SmartyPig must retain your account information on file for up to 7 years. Any personal and sensitive information pertaining to your account will be encrypted and masked and stored according to the latest security standards.

### **Overdrawn Accounts**

In the event that deposited funds are returned or rejected or an account becomes overdrawn, the Primary Account Holder is responsible for all overdrawn funds and associated fees. Overdraft fees of \$27 per overdrawn item may apply as determined by our banking partner.

### **Dormant Account**

Accounts will be considered dormant after 1 year of inactivity. SmartyPig defines inactivity as not logging in to your SmartyPig profile or not making a contribution to your Savings Goal. Contributions can be in the form of an automatic recurring transaction, one time transaction, or acceptance or denial of a gift. Once an account is deemed dormant for 1 year, SmartyPig will make an attempt to contact the account holder. Funds will be turned over to the state treasury, as required by law.

### **Placing Your Savings Goal On Hold**

All SmartyPig Savings Goals remain active until the Primary Account Holder closes them. At this time, SmartyPig does not offer a procedure to place a temporary hold on a Savings Goal.

### **Freezing A SmartyPig User Account**

SmartyPig reserves the right to freeze user accounts when suspicious activity is suspected or when required to do so by law.

### **We Reserve The Right**

SmartyPig savings goals are designed for those members who want to regularly save for a future need. SmartyPig reserves the right to close goals that exhibit a transaction pattern inconsistent with the purpose of SmartyPig goals. If SmartyPig determines that a member's transaction pattern does not conform to the purpose of SmartyPig, the goal will be closed and a check mailed to the member for the balance of the account including any accrued interest. The member will be prohibited from opening another goal for 30 days.

### **Maintenance**

SmartyPig reserves the right to perform maintenance, updates and/or lock the SmartyPig.com website as necessary at anytime.

### **Changing Your Name**

If a user wishes to change their legal name, they must contact SmartyPig Customer Support at 888-567-6278 and mail copies of the following information to SmartyPig, Attn: Account Services, P.O. Box 71303, Clive, IA 50325:

- Updated Social Security Card  
- AND -
- Proof of name change (one of the three items)
  - Marriage License
  - Divorce Papers
  - Court orders of name change- AND -
- Confirm name change with a signed and dated signature

Once the information is received, SmartyPig will review the documentation. Customers may be contacted during the review process if any questions arise. Name changes should be implemented and reflected in your account profile within 10 business days.

### **Payable On Death Policy (POD)**

The sole owner of the SmartyPig account is the only person that has the authority/rights to the account itself. With that stated there is currently no option for a POD (Payable on Death) for the SmartyPig Accounts. If the account owner dies SmartyPig will refer back to the SmartyPig Account Owner's (Will) for direction for the funds in the account. SmartyPig and our banking partner (West Bank) adhere to Iowa Law during this type of circumstance. Iowa law does allow for distribution after death via affidavit if certain steps are followed. If any of the terms are not met then Iowa probate law may apply or possibly Iowa's laws on account dormancy.

### **Sensitive Account Information**

SmartyPig takes your security very seriously. Sensitive information such as your social security number, driver's license, state ID, funding source account numbers and routing numbers will be immediately masked once registered on SmartyPig.com. Primary Account Holders and Co-

Owners to a Savings Account will not be able to view these numbers once submitted to SmartyPig.com. An example of a masked social security number will look like this: xxx-xx-6789.

### **Download & Integration Option**

SmartyPig allows you to download certain account activity into a Comma Separated Value (.csv) or Microsoft Excel Worksheet (.xls) file which can be used with other software you have installed on your computer or integrate with online personal financial sites such as Yodlee®, Microsoft Money®, Mint.com®, Wesabe® or Geezeo® (collectively "Personal Financial Management Software").

You are responsible for obtaining a valid and separate license agreement with the provider of the Personal Financial Management Software. The following is a brief description of the various features of and requirements for using the download/integration option. From time to time, we may add to, modify, or delete any feature of the download option in our sole discretion.

You understand and agree that:

- not all of the information in your SmartyPig Account can be downloaded/integrated into your Personal Financial Management Software;
- information you can download/integrate may not include all of your account activity;
- statements generated by us are the official record of account transactions, positions and balances, and that the information you download/integrate is for tracking purposes only and should not be considered an official record;
- the account information will not necessarily reflect banking, financial, or investment activities and transactions that have not yet been completed or settled and will only reflect the account information in your SmartyPig Account at the exact point in time that you download/integrate the information;
- account information in your SmartyPig Account may reflect transactions as of a prior time period and may not be current as of the point in time that you download/integrate such information;
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the SmartyPig Account information in your Personal Financial Management Software, which, for example, as stated above, may not be the most updated information and it may not include pending transactions which have not settled.

You agree and understand that:

- you assume all risk that any SmartyPig Account information you download/integrate and store in your Personal Financial Management Software may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the SmartyPig Account information out of our secure computers by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Personal Financial Management Software provider); and
- we are not responsible for the security and confidentiality of the SmartyPig Account information if you: (i) use wireless connections to download/integrate your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Personal Financial Management Software.

You agree that any SmartyPig Account information that you download/integrate is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download/integrate any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

You agree and understand that we make no warranties, express or implied and have no liability as to:

- The accuracy, completeness, availability or timeliness of the SmartyPig Account information, text, graphics, or other items in the SmartyPig Account information that you can download/integrate through the download/integrate option;
- Any errors or omissions in the delivery or transmission of the SmartyPig Account information from us to you (and "you" includes delivery to your Personal Financial Management Software and/or your computer); and
- The download/integrate option's fitness for a particular purpose and non-infringement of any third party rights.

You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

You agree that we will not be liable to you for:

- your inability to use the download/integrate option;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any SmartyPig Account information or any other information;
- unauthorized access to your SmartyPig Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- your inability to access your SmartyPig Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), acts of God, strikes, or other labor problems); or
- any other matter relating to the download/integrate option.

### **Miscellaneous Fees**

Should a third-party require, by law, SmartyPig, LLC to supply any customer related information, the following fees will apply:

- Research/Account Reconciliation - \$20 per hour, \$20 minimum
- Copies - \$5 per copy
- Proof or explanation of redemption - \$10 per Savings Goal
- Faxes - \$1 per page

### **Governing Law**

You agree that the laws of the State of Iowa and any applicable federal laws of the United States govern your use of SmartyPig's website. For individual products and services offered by SmartyPig, the applicable customer agreements and disclosures may specify that the laws of another jurisdiction will govern your use of the account and/or service, and the terms of those disclosures and agreements will continue to apply. You agree to give the state of Iowa jurisdiction over any litigation that may arise.

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While we have the right to monitor activity and content associated with SmartyPig, we are not obligated to do so. Since we may not have the ability to control or actively monitor content, we do not guarantee its accuracy, integrity or quality. In as much as community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our website, you may be exposed to content that you find offensive or objectionable. You can contact our Customer Service Department to let us know of content that you find objectionable. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content, or terminating accounts and/or subscriptions. However, because situations and interpretations vary, we also reserve the right to take no action. Under no circumstances will we be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the website.

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understand and agree that SmartyPig and its affiliates may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, to enforce this User Agreement, to effect transactions requested by you, or to protect the rights, property, or safety of SmartyPig and its affiliates, its users, and the public.

**Changes**

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