

Navy Federal Product Portal

Terms of Use

(Last Revised May 6, 2016)

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING NAVY FEDERAL PRODUCT PORTAL TERMS OF USE ("**PORTAL TERMS**") BEFORE USING THE PORTAL. BY ACCEPTING THESE PORTAL TERMS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO CONSENT TO THESE PORTAL TERMS IN THEIR ENTIRETY AND YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ALL OF THESE PORTAL TERMS. IF YOU DO NOT AGREE TO THESE PORTAL TERMS IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO ACCESS THIS PORTAL.

The Navy Federal Product Portal ("**Portal**") is an online Visa **GO REWARDS**, *cashRewards*, *nRewards*, Flagship Rewards and Platinum cardholder channel that is made available by Navy Federal ("**Issuer**," "**we**," "**our**," and "**us**") to residents of the United States who are cardholders of the Navy Federal Visa **GO REWARDS**, *cashRewards*, *nRewards*, Flagship Rewards or Platinum payment card ("**you**" and "**your**") and hosted by Visa U.S.A Inc. ("**Visa**"). The Portal provides you with the ability to view and access benefits associated with the Navy Federal Visa **GO REWARDS**, *cashRewards*, *nRewards*, Flagship Rewards or Platinum card that we have issued to you ("**Card**"), as well as additional offers, events and services available to you. Available Card benefits are explained in the Your Visa Card Guide to Benefits that you have entered into with us (the "**Card Agreement**"), or in supplemental materials that we have provided or made available to you ("**Card Materials**") and includes any amendments and supplemental materials that we provide or make available to you from time to time in the future. By accessing or otherwise using the Portal, you are agreeing to be bound by these Portal Terms. These Portal Terms apply only to your use of the Portal. The terms of your Card and each benefit associated with your Card are subject to your Card Agreement and the Card Materials. In the event of a conflict between the Card Agreement or Card Materials and these Portal Terms, the Card Agreement or Card Materials will govern (except these Portal Terms shall govern in any matter relating to the Portal).

Changes to the Portal

We may modify, restrict or change the Portal at any time. We will notify you of material changes to these Portal Terms through providing notice through this Portal and, unless you decide not to use the Portal, you will be bound by the revised Portal Terms.

Eligibility

The Portal is intended solely for users who are authorized users of the Card and 18 years of age or older. If you are under 18, you are not authorized to use the Portal. We

reserve the right to determine in our sole discretion whether a particular Card or cardholder is eligible to access the Portal.

Accessing Information About Your Benefits, Offers and Services

Eligible Cardholders will be entitled to access through the Portal information about the benefits, offers, events and services associated with your Card or otherwise made available to you as a Visa **GO REWARDS**, *cashRewards*, *nRewards*, Flagship Rewards or Platinum cardholder (collectively, "**Benefits**"), and if applicable, access enrollment information for such Benefits through the Portal. You understand that we, not Visa, make the ultimate determination as to which Benefits are associated with your Card and/or available to you through the Portal. Each Benefit may be subject to additional terms and conditions displayed with the applicable Benefit description. Neither we nor Visa will be responsible for fulfilling any Benefits unless otherwise specified in the applicable Benefit description. Many Benefit descriptions will direct you to third-party websites for further information about the Benefit, and/or to redeem an offer. Neither we nor Visa make any warranty of any kind, express, implied or statutory, respecting any information, material, product or service provided on or through third-party websites, including but not limited to the accuracy, completeness or timeliness of any such information or material, the non-infringement of the rights of others, the freedom from computer virus or other harmful effects and the merchantability or fitness for a particular purpose of any such product or service. Neither we nor Visa will be responsible for third-party websites, any content, products or services available on third-party websites or your interaction with third-party merchants once you leave the Portal. The privacy policies associated with third-party websites may differ from our privacy policy and third-party websites may provide less security on their websites than the Portal.

License Grant; Restrictions on Use We grant to you a limited, revocable, non-exclusive, non-sublicenseable and otherwise non-transferable license to access and use the Portal strictly in accordance with these Portal Terms. You may use the Portal for your own personal, non-commercial use. No part of the Portal may be reproduced in any form or incorporated into any information retrieval system, electronic, mechanical or otherwise. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Portal or any portion thereof. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Portal and you may not take any action that imposes an unreasonable or disproportionately large burden on the Portal system as determined by us in our sole discretion. All rights not expressly granted to you are reserved by us and/or Visa.

Lost, Stolen or Damaged Cards

If your Card is lost or stolen, first call us at the telephone number provided in the Card Agreement or your local branch office. If your card is a VISA card, you may also call 1-800-VISA-911 to report the loss or theft.

Customer Service

If you have questions regarding Benefits associated with your Card or want to ask any other questions regarding the Portal, please call us at the telephone number provided on the back of your Card or in the Card Agreement. All questions or disputes regarding the Portal will be resolved by us and/or Visa in our sole discretion.

If you have any questions regarding a third-party website or a third-party fulfilled Benefit other than questions related to the Portal or your Card, please contact the applicable third party directly.

Disclaimers and Limitations

Benefits are provided by a variety of merchants. We and our service providers, including Visa, are not responsible to you for the quality or performance of the Benefits or the products, services or merchandise purchased or obtained in connection with the Benefits. You may be subject to additional terms and conditions, warranties or other requirements of the merchant, manufacturer or other Benefit providers. Neither we nor Visa makes any guarantee, warranty or representation of any kind, express or implied, with respect to the Portal or the Benefits, including but not limited to warranties of merchantability or fitness for a particular purpose. Neither we nor Visa are liable for any injury, damage or loss to person or property or any expense, accident or inconvenience that may arise from your use of the Portal or the Benefits, or the unavailability of the Portal or use of products, services or merchandise purchased or obtained in connection with the Benefits. Portal response times may vary due to system performance and other factors. Accordingly, we do not warrant that the Portal will be uninterrupted, error free or free from computer virus, and neither we nor Visa is responsible for error, malfunction or problem of any kind whether human, mechanical, typographical, printing, network or electronic, relating to or in connection with the Portal, including, without limitation, errors, malfunctions or problems which may occur in connection with the Portal. Neither we nor Visa is responsible for merchants, manufacturers or other Benefit providers that discontinue or cancel a Benefit due to bankruptcy or for any other reason. Neither we nor Visa makes any representation or endorsement of any Benefit, merchant or other provider of a Benefit in connection with the Portal.

Without limiting the scope of any release or indemnification obligation under your Card Agreement or any other agreement with us, to the greatest extent permitted by applicable law, you agree to release, indemnify, defend and hold harmless us, Visa, other parties associated with the Portal, and their respective subsidiaries, affiliates or any of

their respective officers, directors, members, employees or authorized agents, vendors or service providers from any loss, liability, claim, or demand, including, without limitation, costs and reasonable attorneys' fees, due to, in connection with or arising out of your use of the Portal, relating to the Portal or arising from your breach of these Portal Terms, including any representation or warranty set forth herein, your violation of applicable laws, or your violation of any rights of another person or entity. Notwithstanding anything in these Portal Terms to the contrary, we, Visa, and any of our or their service providers shall have no liability to you in connection with the Portal. You further agree to release, indemnify, defend and hold harmless Visa and its subsidiaries, affiliates or any of their respective officers, directors, members, employees or authorized agents, vendors or service providers from any loss, liability, claim, or demand, including, without limitation, costs and reasonable attorneys' fees, due to, in connection with or arising out of any Benefits that you access through the Portal. Any Benefits offered through the Portal are void where prohibited by law.

Any required arbitration or other dispute resolution process provided for in your Card Agreement shall apply to your participation in the Portal.

Privacy

All information collected in connection with the Portal is subject to our privacy policy, which you can access at https://www.navyfederal.org/pdf/publications/NFCU_198_PrivacyPolicy.pdf. Pursuant to our privacy policy, information is collected and used to provide the Portal and its related services to you.

General Terms

(a) Waiver. Our failure to exercise or enforce any provision or right contained in these Portal Terms shall not be deemed a waiver of such provision or right.

(b) Limitation of Actions. Notwithstanding any statutes of limitation to the contrary, any cause of action you may have with respect to the Portal must be commenced within one (1) year after the claim or cause of action arises, unless a longer period is provided for by applicable law that cannot be varied by these Portal Terms.

(c) Severability. If any provision of these Portal Terms shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from these Portal Terms and shall not affect the validity and enforceability of any remaining provisions.

(d) Disputes. To the fullest extent permitted by law and subject to any required arbitration or other dispute resolution process provided for in your Card Agreement, you agree that: (a) any and all disputes, claims and causes of action arising out of or in connection with these Portal Terms or the Portal will be governed by and construed under the laws of the State

of California, excluding only its conflict of law provisions; (b) any and all disputes, claims and causes of action arising out of or in connection with these Portal Terms or the Portal shall be resolved individually, without resort to any form of class action, exclusively within the federal and state courts residing within San Francisco County, State of California, U.S.A., and you waive any jurisdictional venue or inconvenient forum objections to such courts; (c) any and all claims, judgments, liabilities and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with your use of the Portal, but in no event will attorneys' fees be due or payable; and (d) under no circumstances will you be permitted to obtain awards for, and you hereby waive, all rights to claim, punitive, special, incidental and/or

consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

(e) Assignment. You may not assign these Portal Terms, by operation of law or otherwise, without our prior written consent. We reserve the right to freely assign these Portal Terms, and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, these Portal Terms will be binding on, inure to the benefit of, and be enforceable against you and your respective successors and assigns.