



DESERT FINANCIAL CREDIT UNION
KICKSTART TERMS OF SERVICE AGREEMENT

Effective as of: 11/20/2024

Desert Financial Credit Union ("Desert Financial") provides free access to the Kickstart application and the services within ("Service") to all owners of applicable accounts from within the Desert Financial Online and Mobile Banking platforms ("Site"). Use of the Service requires that you agree to the terms of this Agreement. Use of the Service is voluntary and requires enrollment into Desert Financial's Online Banking as well as the Service.

Definitions

- **Account(s)** means any applicable Desert Financial account in which you are either the owner or joint owner.
- **Agreement** means this Kickstart Terms of Service Agreement document.
- **Application** means the Kickstart Service provided within our Online and Mobile Banking.
- **Child, Children** means an individual under the age of thirteen (13).
- **Mobile Banking** means the platform you use to access your Desert Financial account on a mobile device.
- **Online Banking** means the platform you use to access your Desert Financial accounts via the internet for inquiries and transactions.
- **You, your** means the owner or joint owner using the Service and individual bound to this Agreement.
- **We, our, us, and DESERT FINANCIAL** means Desert Financial Credit Union.

Browser Requirements

Click [here](#) to see Desert Financial's Online and Mobile Banking Browser Requirements.

Acceptance of the Agreement

You agree to the terms and conditions of this agreement when you use the Service or authorize others to use the Service. You further agree that Desert Financial may change the features or options available within the Service at any time and without advance notice.

Children's Privacy

Desert Financial is committed to protecting the privacy of children who use our Site and Service. Our [Children's Privacy Policy](#) explains our information collection, disclosure, and parental consent practices with respect to information provided by children. This policy is in accordance with the U.S. Children's Online Privacy Protection Act ("COPPA"), and outlines our practices in the United States regarding children's personal information. For more information about COPPA and general tips about protecting children's online privacy, please visit the Federal Trade Commission's guidelines on [Protecting Your Child's Privacy Online](#).

The information outlined in our Children's Privacy Policy is intended to supplement the information appearing in our general [Desert Financial Privacy Policy](#). Should our Children's Privacy Policy conflict with the general Desert Financial Privacy Policy concerning information about a Child, the terms of the Children's Privacy Policy will prevail. The use of our Site and Service and any dispute over privacy, is subject to our Children's Privacy Policy, Desert Financial Privacy Policy, and our [Statements of Terms, Conditions and Disclosures](#) ("STCD"), including its applicable limitations on damages and the resolution of disputes. Desert Financial's STCD, Children's Privacy Policy and general Privacy Policy are incorporated by reference into this Agreement.

Termination or Discontinuation

Use of the Service is voluntary and access can be discontinued at any time after enrollment. You can terminate or discontinue your access to the Service by logging into the Service and selecting the option to unregister or by calling us at (602) 433-7000 or toll-free at (800) 456-9171. You will continue to be liable and obligated under this agreement for any transactions or payments you have previously authorized or instructed to be completed prior to discontinuing enrollment.

Desert Financial may suspend or terminate your access to the Service at its discretion without notice.

Disputes

In the event of a dispute regarding any transactions occurring within Online/Mobile Banking or the Service, you and Desert Financial agree to resolve the dispute by looking to our STCD. If there is a conflict between what one of Desert Financial's employees says and the terms of this Agreement or our STCD, the terms of this Agreement and our STCD will prevail.

Please reference the STCD for Error Resolution procedures and information about Limitations of Liability for Transactions at www.desertfinancial.com/terms.

General Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THE SERVICE.

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY DESERT FINANCIAL CREDIT UNION (for purposes of these terms and conditions the term "credit union" and "DESERT FINANCIAL" includes DESERT FINANCIAL'S affiliates, as applicable) FROM TIME-TO-TIME AND POSTED ON THE SERVICE.

No Warranties. Although DESERT FINANCIAL attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the Service, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, DESERT FINANCIAL ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY service OPERATED BY A THIRD PARTY.

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Transmissions to and from the Service. Except where expressly indicated otherwise, transmissions to and from the Service or directed to DESERT FINANCIAL, including E-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at DESERT FINANCIAL. Please do not use E-mail to send us communications which contain confidential information, which we require to be in writing, or which need our immediate attention. Please call us as (602) 433-7000 or toll-free at (800) 456-9171 for situations requiring immediate attention. Any transmission to the Service, including E-mails shall be deemed and remain the property of DESERT FINANCIAL. DESERT FINANCIAL shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a Service user to DESERT FINANCIAL through this service.

Modifications. DESERT FINANCIAL may at any time make modifications, changes, and alterations to the Contents of the Service, including this Agreement, without prior notice. You are responsible for regularly reviewing this Agreement. Your continued use of the Service following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Governing law. This Agreement shall be governed by and construed in accordance with the law of the state of Arizona without regard to the conflict of laws thereof, and to the laws of the United States.

Venue. Disputes arising from the use of the Service shall be exclusively subject to the jurisdiction of any federal or state court for the State of Arizona.

Severability. To the extent any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and this Agreement, as so modified, shall remain in full force and effect.

Waiver. No waiver by DESERT FINANCIAL of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term, or provision of this Agreement at that time or a waiver of that or any other right, term, or provision of this Agreement at any other time.

Service Contact. You may contact DESERT FINANCIAL by phone at (602) 433-7000 or toll-free at (800) 456-9171.