Agreement and Disclosure Statement for DCS Online

This Agreement and Disclosure Statement (this “Agreement”) governs the online floor plan services available through BBVA USA Dealer Commercial Services (DCS) as described in this Agreement, which are referred to individually as a “Service” and collectively as the “Services” or “DCS Online”. In this Agreement, the terms “Bank”, “we” and “us” refer to BBVA USA. The terms “you” and “your” refer to the person who is subscribing to DCS Online. The term “person” refers to an individual or an entity. The term “funding requests” refer to advances and payoffs transactions, e.g. adding vehicles and removing vehicles from your floorplan account.

Please read this Agreement carefully and keep it for your records. By subscribing to DCS Online, or by accessing or permitting another to access your subscription to DCS Online, you agree to the terms and conditions of this Agreement. This Agreement covers, among other things:

• The Bank’s obligations to you;
• Your obligations as a user of DCS Online;
• Waiver of any requirement for two or more signatures on checks or other items drawn on an account included within a subscription to DCS Online;
• The ways in which the Bank may send you notices and disclosures;
• Your agreement with the Bank to use binding arbitration for most disputes arising under this Agreement or concerning any Service made available through DCS Online and to waive the right to a trial by jury;
• Your waiver of class-action rights; and
• Limitations on the Bank’s liability to you.

When you first access DCS Online, please check to confirm that the Online Account (as defined in Section 3 below) is the BBVA USA account that you requested to be included in your subscription to DCS Online. If not, please contact us immediately as provided in Section 10 below.

1. What This Agreement Covers

By subscribing to DCS Online, or by accessing or permitting another to access your subscription to DCS Online, you agree to this Agreement, which incorporates any instructions, procedures, conditions or other terms provided within the Web pages for DCS Online (the “Online Terms”). This Agreement is in addition to any agreement (including any related disclosures) governing a BBVA USA account included within your subscription to DCS Online (an “Account Agreement”). For example, if you have included your BBVA USA commercial checking account(s) within your subscription to DCS Online, your use of DCS Online does not affect the terms and conditions of the Account Agreement for that checking account(s). You should review each Account Agreement for any applicable fees, limitations on the number of transactions you can make, and other terms or conditions that might impact your use of DCS Online. Except for the dual signature provision (as covered in section 3 “Online Accounts” below), in the event of any conflict between this Agreement and any checking Account Agreement, your checking account Agreement terms will apply, unless otherwise provided for in this Agreement.

2. Accessing DCS Online

To access DCS Online, you must have access to both a computer (including any necessary related equipment and software) and the Internet (including telecommunications service, a Web browser with standard features, and the ability to receive e-mail at a designated e-mail address), all of which are referred to collectively as your “Internet Computer”. You understand that your Internet Computer must meet the technical standards required to access and use DCS Online (the “Technical Standards”), which are available on the Bank's Web site at www.bbvauSA.com and which the Bank may update from
These Technical Standards may require you to use or activate specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to access DCS Online. You are solely responsible for acquiring and maintaining your Internet Computer and for assuring that your Internet Computer meets the applicable Technical Standards at all times.

The Bank is not responsible for any losses related to errors, failures, misapplications, or malfunctions of your Internet Computer or your Software, or to any computer virus or malicious software affecting your Internet Computer or Software. In the event of any conflict between this Agreement and any material provided with your Internet Computer or Software regarding the Bank's obligations to you, the terms of this Agreement will apply.

3. Online Account

The term "Online Account" refers to your BBVA USA commercial banking accounts that you request and we permit you to include in your subscription to DCS Online. The Bank, in its sole discretion, will designate the specific types of BBVA USA accounts that are eligible to be Online Accounts, and, from time to time, may change this designation for any type of account. To the fullest extent permitted by law, the Bank reserves the right to refuse to include any eligible BBVA USA commercial accounts within your subscription to DCS Online.

Any obligation that the Bank may have, whether under the applicable Account Agreement or otherwise, to verify two or more signatures or other form of authorization before making payment from any BBVA USA account does not apply to any transactions requested through DCS Online. By requesting the Bank to include any BBVA USA account as an Online Account, you waive any right you may have to require the Bank to verify two or more signatures or other form of authorization before requesting transactions from that Online Account, and you release the Bank from liability for any and all claims that arise from or relate to the Bank's processing of any transaction requested and authorized through DCS Online by only one person.

As a security precaution, the Bank may use less than the full account number to identify any of your Online Accounts within DCS Online or any alerts that the Bank sends to you. If the Bank chooses to do so, each Online Account will be identified by a name or nickname you have designated for it and/or the last four digits of the account number (such as "My Checking / *9999").

4. Description of the Services

The Services allow you to perform "adds and payoffs" and to obtain account information in conjunction with your Internet Computer. Depending on how you access DCS Online, you may use some or all of the Services described in this Section 4. From time to time, the Bank may add Services, eliminate Services, or otherwise modify the terms or features of any Services. When the Bank makes any such change, it may make available Online Terms for that Service, and the new or modified Online Terms for that Service will become part of this Agreement.

Not all of the Services are available for or applicable to all types of BBVA USA accounts. The Bank, in its sole discretion, will determine the specific types of BBVA USA accounts for which any particular Service is available or applicable, as well as the terms on which each Service is made available or applicable to any specific type of account. For example, the Bank may determine that transfers cannot be made from certain credit accounts that are included as Online Accounts. From time to time, the Bank may change the types of BBVA USA accounts for which any particular Service is available or applicable. The Bank reserves the right, to the fullest extent permitted by law, to refuse to make any particular Service available or applicable to any of your Online Accounts, even though the Service is available or applicable to BBVA USA accounts that are the same type of account as your Online Account.
a. Banking Services

(i) Floor Plan Transactions

You may use this Service to add new units or pay off existing units on floor plans for which this Service is made available, subject to the following restrictions and conditions:

- The Bank, in its sole discretion, will designate both the specific type of Online Checking Accounts to and from which funding requests are permitted to be made and the kinds of transactions that may be made. From time to time, the Bank may change this designation for any type of accounts.
- If you use this Service to request an immediately effective funding request and we receive the request on a Business Day before the Cutoff Time, your request will be processed as soon as the Bank receives it. The "Cutoff Time" is 3:30 p.m. Central Time. If we receive a request for an immediately effective transfer after the Cutoff Time on a Business Day or on a day that is not a Business Day, then the request will be processed on the next Business Day.
- Funding requests to and from BBVA USA bank accounts will not be reflected immediately in the posted balance for those accounts. When the Bank processes a funding request to or from any Online Checking Account, the request usually will be posted to that account on the next Business Day and will be effective as of the date we process the request; however, transactions on floor plan accounts will be reflected immediately. The time at which the Bank posts a transfer in its official records for an account may differ from the time at which the transfer is reflected in the information provided through DCS Online.
- A funding request is not necessarily received by the Bank when you transmit the request. Your Internet Computer or your Software may prevent or interrupt the Bank's receipt of your transfer request. You should not assume that a funding request has been received by the Bank unless your request has appeared on DCS Online as pending.
- The Bank reserves the right to limit the frequency and dollar amount of transactions from your Online Accounts for security reasons.

(ii) DCS Online Account Information

You may use this Service to obtain balances and other information about your DCS Online Account for which this Service is available ("DCS Online Account Information"), subject to the following terms and conditions:

- DCS Online Account Information is provided as a convenience to you for tracking purposes only. The DCS Online Account Information may not reflect transactions that have not yet been completed or settled, and is not the official record for any DCS Online Account. Because the balance of some DCS Online Accounts is subject to change at any time, the DCS Online Account Information may become quickly outdated.
- The Bank does not guarantee either (i) the availability or accuracy of any DCS Online Account Information, or (ii) your ability to download and/or store any DCS Online Account Information.
- The Bank will not be liable for damages of any kind arising from (i) your inability to access any DCS Online Account Information, (ii) inaccurate content in, or your use of or reliance on the contents of any DCS Online Account Information, or (iii) your inability to download and/or store any DCS Online Account Information.
- You undertake any downloading and storage of DCS Online Account Information at your own risk. If you download DCS Online Account Information, you are responsible for maintaining the security and confidentiality of that information, and you assume all risk that any downloaded DCS Online Account Information may be accessed by unauthorized
third parties, including any person you allow to access your Software. We are not responsible for the security and confidentiality of any DCS Online Account Information that you download using wireless connections, which may permit other persons to access the DCS Online Account Information being downloaded. You accept full and sole responsibility for any damage that might occur to your Internet Computer, your Software, or any other equipment or software in connection with the downloading and storing of any DCS Online Account Information, including the loss or corruption of any data.

5. Security Procedure for Accessing DCS Online

a. Security Codes

You will be provided with a user name and temporary password for your first login into DCS Online. You can request DCS for a password change at any time and a new password will be sent to you via email. The Bank requires you to use the Security Codes to gain access to DCS Online, and you will not be allowed to access DCS Online without your Security Codes. From time to time, the Bank may require you to select or create different Security Codes and may change the types of security techniques used to access DCS Online. You agree that use of your Security Codes will authenticate your identity and verify the instructions you provide to us.

b. Your Obligations

You are responsible for protecting the confidentiality and security of your Security Codes. You should memorize your Security Codes rather than writing them down and, where possible, change your Security Codes regularly. You agree to reveal the Security Codes only to individuals who are authorized signatories on each and every DCS Online Account. You understand that anyone who obtains your Security Codes can access your DCS Online Account and the information on DCS Online and may initiate transactions on those accounts. If you permit any other person to use DCS Online, your Security Codes or other means to access your DCS Online Account, you are responsible for all transactions the other person authorizes on any of these accounts and for all online agreements the other person signs or accepts while using DCS Online. You agree to implement the necessary controls, balancing and reconciliation functions, and audit procedures to protect Online Checking Accounts and DCS Online Accounts from theft or misuse.

6. Reporting Unauthorized Transactions or Disclosure of your Security Codes.

If you believe that any of your Security Codes are subject to unauthorized use or that an unauthorized transaction may be or has been made from an Online Account, telephone the Bank immediately at: (205) 238-2262 or (205) 238-2261. If you are unable to call, you may also write or e-mail the Bank at:

DCS Online Support
ATTN: AL-BI-HW-DCS
401 W Valley Ave
Homewood, Alabama 35209
DCS.US@bbva.com

You agree that the Security Codes described in Section 5a of this Agreement are commercially reasonable security procedures. You agree to be bound by all funding requests on Online Checking Accounts requested through DCS Online using your Security Codes unless you have notified the Bank, as provided in Section 6 above, that any of your Security Codes are subject to unauthorized use or that you suspect unauthorized transactions on an Online Checking Account and the Bank has had a reasonable opportunity to act on your notice. You also agree that the Bank is entitled to rely on and deem the use of your Security Codes to gain access to DCS Online as your authorization for every transaction involving any commercial Online Account until you have notified the Bank of any possible unauthorized use or transactions. Neither BBVA USA nor its service providers or affiliates will have any liability to you for any unauthorized funding requests made using your Security Codes that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. Authorizing funding requests through DCS Online by means of your Security Codes shall be considered the same as your signed authorization and instruction for the Bank to perform any and all actions relating to the requested transaction. You agree to be bound by any transaction on any of your commercial Online Accounts using DCS Online that is initiated by means of your Security Codes and accepted by the Bank in accordance with the security procedure outlined in this Agreement or disclosed to you online, regardless of whether or not you actually authorized the transaction. You agree not to attempt to use DCS Online to make a funding request if you have reason to believe this Service is not functioning properly.


Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by applicable law, neither the Bank, its service providers nor any of their affiliates shall be liable, and you release and waive any and all claims against all of them, for any and all losses, damages or costs incurred by you or by any other person, arising from or relating to any acts or omissions of the Bank, its service providers or their affiliates, whether under this Agreement or otherwise, in connection with DCS Online or any Online Checking Account (including, but not limited to, improper calculation or processing; transfer of funds or failure to transfer; dishonor or failure to dishonor; payment, stop payment, or failure to pay or stop payment; processing of electronic transfer entries; or loss or delay of electronic transfer entries, items, instruments, input data and materials during transfer to or from the Bank) unless you prove that such losses, damages or costs resulted solely from the Bank's bad faith or gross negligence or from breach of this Agreement; provided, however, to the fullest extent permitted by applicable law, neither the Bank, its service providers nor any of their affiliates shall be liable to you or any other person for any of the following:

- For any error in funding requests regarding your Online Checking Account if you fail to notify us of the erroneous transaction within thirty (30) days after we deliver or otherwise make available an account statement showing the erroneous transaction;
- For any consequential, indirect, incidental, exemplary, punitive or similar damages, including attorneys' fees or lost profits, even if advised of the possibility of such loss in advance;
- For any failure to make a funding request when your Online Checking Account is frozen or funds are otherwise unavailable under the terms of your Account Agreement with the Bank;
- For any losses, damages or costs, relating to or in any way arising out of the use of DCS Online or the installation, use, or maintenance of your Internet Computer or Software; and
- For any losses, damages or costs arising from or relating to your failure to maintain the confidentiality and security of your Security Codes, any or all components of your Security Codes or any other information that enables any other person to gain access to your Online Checking Accounts or your subscription to DCS Online.

Your sole remedy under this Agreement for any errors by the Bank in completing any funding request you have properly requested through DCS Online in accordance with this Agreement, the applicable Account Agreements, and applicable law shall be limited as follows:
• If the funding request is not made or is delayed, or if a funding request is made in an erroneous amount that is less than the amount authorized by your instructions, unless otherwise required by law, the liability of the Bank, its service providers and their affiliates shall be limited to correcting the funding request.

• If the funding request is made in an erroneous amount that exceeds the amount provided in your instructions, or the Bank permits an unauthorized funding request after it has had a reasonable time to act on your notice of possible unauthorized use, as described in Section 6 above, unless otherwise required by law, the liability of the Bank, its service providers and their affiliates shall be limited to a refund of the amount erroneously paid or transferred.

The limitations on the liability of the Bank, its service providers and their affiliates provided in this Agreement are in addition to, and shall not diminish, any limitations on this liability contained in any applicable Account Agreement or any other agreement between you and the Bank.

9. Confidentiality of Information About DCS Online Accounts.

We may disclose information to third parties about your DCS Online Accounts and the adds, payoffs and other Services you request through DCS Online in the following situations:

• When it is necessary for completing transactions you have requested;
• When it is necessary to activate or provide DCS Online to you;
• In order to comply with a governmental agency or court order;
• In order to prevent or remedy fraud;
• As permitted by applicable law, and
• If you give us your written permission.

For more information about our privacy and security practices, please review our Consumer Privacy Disclosure, which describes our practices for using information about consumer Online Accounts, and our Online Security Statement. We may modify these documents from time to time, and the current versions of both are available on the BBVA USA website.

10. Error Resolution.


You agree to act in a prompt and reasonable manner in reviewing any account statement, notice or other communication we send to you and in reporting any error to us. You will have acted in a prompt and reasonable manner if you notify us of any error or other exception related to DCS Online within thirty (30) days after we mail or e-mail you a statement of your account or notice that your statement is available online. In case of errors or questions about funding requests initiated through DCS Online to or from any Online Checking Account, contact the Bank immediately. Telephone the Bank at: (205) 238-2262 or (205-238-2261), write or e-mail the Bank at:

DCS Online Support
ATTN: AL-BI-HW-DCS
401 W Valley Ave
Homewood, Alabama 35209
DCS.USA@bbva.com

You should give us the following information:

• Tell us your name and account information.
• Describe the suspected error or the request you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
• Tell us the dollar amount of the suspected error.

We will investigate your claim and respond to your request in a commercially reasonable period of time. If you phone us, we may request that you give us the information in writing.


We reserve the right to refuse or cancel your enrollment in DCS Online if we cannot verify your identity or confirm information about you.

12. Arbitration and Waiver of Jury Trial


By subscribing to DCS Online, or by accessing or permitting another to access your subscription to DCS Online, you agree that if a dispute of any kind arises under or relates to this Agreement, use of your subscription to DCS Online, any of your DCS Online Accounts, or any transactions involving your DCS Online Accounts, either you or we can choose to have that dispute resolved by binding arbitration. This arbitration provision limits your ability to litigate claims in court and your right to a jury trial. You should review this Section carefully. You will not have the right to participate as a class representative or member of any class of claimants for any claim subject to arbitration. Arbitration is usually an informal proceeding in which disputes are decided by one or more neutral arbitrators who receive the evidence at a hearing and then issue a binding ruling in the form of an award. You and we understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate, or appeal an award by an arbitrator(s) is limited.

You and we agree, upon written demand made by you or us, to submit to binding arbitration all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise from or relate to this Agreement, use of your subscription to DCS Online, any of your Online Checking Accounts, any transactions involving your Online Checking Accounts, or any advertisements, promotions, or oral or written statements related to this Agreement or DCS Online, the relationships that result from this Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision), or the scope or enforceability of this Agreement (collectively, a "Claim"). All parties retain the right to seek relief in a small claims court for disputes or claims within the scope of the jurisdiction of the small claims court. You or we may choose either the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF"), within ten (10) days of the written demand for arbitration, to conduct any arbitration under this Agreement, or you and we may agree upon a different arbitrator. In any event, any arbitration under this Agreement shall be conducted in accordance with the applicable arbitration rules of the arbitrator or arbitration organization ("Rules"). If an arbitrator other that the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator.

In the event of any inconsistency between this Agreement and the Rules to be used for arbitration, such inconsistency shall be resolved in favor of this Agreement. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the construction, interpretation and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.
Either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA or the NAF in accordance with the Rules in effect at the time the notice is filed. The demand for arbitration may be made before or after commencement of any litigation. You should contact the AAA at 800-778-7879 or http://www.adr.org/, or the NAF at 800-474-2371 or http://www.arb-forum.com/, for more information about arbitration. If for any reason the AAA or the NAF is unable or unwilling to serve as arbitration administrator, or you and we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization.

Demand for arbitration under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of this Agreement.

A Claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the arbitration proceedings between you and us, and a Claim shall not be arbitrated on a class action, private attorney general, or other representative basis. Any dispute regarding the prohibitions in the prior sentence shall be resolved by the arbitrator(s) in accordance with this agreement.

Nothing in this arbitration provision shall limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action. You and we agree that the taking of these actions or any other participation in litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us.

When the aggregate of all Claims by both you and us does not exceed $100,000, any expedited procedures provided in the Rules ("Expedited Procedures") shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and us exceeds $100,000, a panel of three arbitrators shall decide all Claims. Each arbitrator, whether or not acting under the Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be either: actively engaged in the practice of law for at least 5 years or a retired judge.

You and we agree that the arbitrator(s): shall limit discovery to matters directly relevant to the arbitrated dispute; shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; shall have authority to grant relief only with respect to Claims asserted by or against you individually; shall not have any authority to require, as part of any relief granted, that you and we continue any relationship we may have under this Agreement or otherwise; and shall provide a brief written explanation of the basis for the award upon the request of either party and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds $25,000. Unless inconsistent with applicable law, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration. Upon written request by you, for claims up to $50,000, we will pay to the AAA or NAF the portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. Upon written request by you, we may elect, at our sole discretion, to pay or advance some or all of any remaining arbitration fees and other costs. The arbitrator will decide whether we or you ultimately will be responsible for paying any fees or other costs in connection with the arbitration. Any arbitration proceedings shall be conducted in the federal judicial district of your residence. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

If you or we are seeking to bring a joined, consolidated, or class action and if the portion of this arbitration provision that prohibits the arbitration of joined, consolidated, or class actions
is deemed invalid or unenforceable, then the entire arbitration provision shall be void and unenforceable. If any portion of the arbitration provision other than the prohibition against the arbitration of joined, consolidated or class actions is deemed invalid or unenforceable, the remaining portions of the arbitration provision will remain valid and enforceable. This arbitration provision shall survive termination of this Agreement and the closing of any or all of your Online Accounts.

b. Waiver of Jury Trial

This provision limits your right to a jury trial. You should review this Section carefully. If (i) neither you nor we seek to compel arbitration of any dispute we have related to this Agreement, your account, or any transactions involving your account, or (ii) some or all of the arbitration clause is unenforceable and we are in a dispute in a court of law, then each of us agrees to waive any right we may have to a jury trial to the extent allowable under the laws of the state that govern this Agreement.


For the purposes of this Agreement, the term "Business Day" means Monday through Friday, excluding all holidays recognized by the federal government. You can use DCS Online 24 hours a day, seven days a week, subject to regular daily maintenance periods and any special maintenance periods. The Bank can process funding requests only on Business Days between 8am and 3:30pm CT.

14. Changing this Agreement.

The Bank may change this Agreement from time to time, as follows:

(i) Changes to the Online Terms and changes necessary to maintain or restore the security of DCS Online or your Online Checking Accounts may be made immediately and without notice to you.

(ii) For changes that result in increased fees for, fewer types of, stricter limitations on the dollar amount or frequency of, or increased liability to you for funding requests through DCS Online, the Bank will notify you prior to the change, as required by applicable law. Notice may be given as provided in Section 20 below.

(iii) For changes not described in (i) and (ii) above, the Bank may notify you as provided in Section 20 below. Your continued use of DCS Online following the effective date of a change signifies your acceptance of the change.

15. Termination.

Either you or the Bank may terminate this Agreement in its entirety or with respect to any one or more Services at any time upon written notice to the other party. The Bank may notify you as provided in Section 20. If you do not use DCS Online for twelve (12) consecutive months, we will consider such non-use as notice that you have terminated your subscription to DCS Online. You also may terminate this Agreement in its entirety or any one or more Services at any time by calling (205) 238-2262 or (205) 238-2261. If you terminate DCS Online, you authorize us to continue making any funding requests you have previously authorized through DCS Online until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice (including termination by non-use, as provided above), we will process no further funding requests from your Online Accounts, regardless of whether you previously have authorized them through DCS Online. If the Bank terminates
your use of DCS Online, the Bank reserves the right to make no funding requests from your Online Checking Accounts, including any funding requests you previously have authorized through DCS Online.

16. Changes to Your Contact Information.

It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of DCS Online is current and accurate. This includes, but is not limited to, name and e-mail addresses. You may request a change in any of your information by contacting DCS at dcs.us@bbva.com or by calling (205) 238-2262 or (205) 238-2261. The Bank shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.


The validity, construction and enforcement of this Agreement shall be governed by the laws of the state in which each Online Account was opened, without regard to its conflicts of laws, and by applicable Federal laws and regulations. To the extent permitted by applicable law, if any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and, if practicable, the invalid or unenforceable provision will be reformed to achieve its intended purpose. The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the 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 by the Bank on any one occasion shall not be construed as a bar or waiver of its rights or remedies on future occasions. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

18. Assignment and Service Providers.

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. The Bank may assign this Agreement to any affiliated entity or any successor. The Bank also may assign or delegate any or all of its rights and responsibilities under this Agreement to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either the Bank or its service provider. Any reference in this Agreement to the Bank also shall be considered a reference to any service provider performing services under this Agreement on behalf of the Bank.

19. Exclusions of Warranties.

All of the Services available through DCS Online are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

20. Notice.
Unless otherwise required by law, we may provide notice to you either by mail or electronically. If we choose to provide the notice to you by mail, we may mail it separately or with other information to any address on our records for you. If we choose to provide notice electronically, we may send the notice one or more of the e-mail addresses we have in our records for you for DCS Online. You accept responsibility to assure that the contact information in your DCS Online profile is always current and accurate, as required by Section 16 of this Agreement.

Revision date: 07/11/2019

BBVA USA is a Member FDIC.