

Information Sharing Terms and Conditions



These Information Sharing Terms and Conditions (the “Agreement”) govern the sharing of certain information and data with third parties (the “Service”). **Please read this Agreement carefully. By selecting “Connect” you indicate that you have read, acknowledge and agree to be bound by this Agreement.**

As used in this Agreement the words “we,” “us” and “our” refer to First Horizon Bank, its affiliates or any present or future company that is controlled by or is under common control with First Horizon Bank. The words “you” and “your” refer to you as the consumer or business using the Service and may include any user you authorize to use the Service on your behalf. If acting on behalf of a business, you represent and warrant to us that you have been duly authorized to act on behalf of the business. “Company” shall mean the third-party company that you are connecting your First Horizon Bank accounts to.

DESCRIPTION OF THE SERVICE

By using the Service, you authorize and direct us to continuously share your Data with Company. The term “Data” shall mean information about anyone associated with any account held at First Horizon Bank, including name, address, date of birth and contact information, and information about the account, including but not limited to account ownership, type, number, account balances, transactional history, investment holdings, loan or credit line balances, payments history, or any other information generally available, now and in the future, through our website or mobile app using your security credentials. You understand and acknowledge that not all accounts or all Data are available for sharing through the Service. Once you have authorized us to share your Data with Company, we will continue to provide it until you instruct us to stop, as specified below in this Agreement.

We are providing this Service as a convenience to you. We may change, suspend or discontinue the Service, or any part of it, at any time without notice. We may amend this Agreement at any time and will post revised terms at www.firsthorizon.com/information-sharing. Continued use of the service after the effective date of the revised terms constitutes your agreement to the changes.

DATA SHARING, TRANSMISSION AND USE BY COMPANY

We will use commercially reasonable efforts to timely provide your Data to Company. Data will be electronically transmitted across wireless and computer networks and, as such, delays or failure may occur (for example, due to system maintenance or network unavailability).

Once the Data is received by Company, Company may use this Data for its own purposes, in accordance with the terms you have agreed to for use of their services. You agree that Company’s use, disclosure, and other processing of the Data is governed by Company’s applicable terms and conditions and subject to Company’s privacy policy.

You acknowledge and agree that: (i) Company is solely responsible for its services and Company is solely responsible for the Data once the Data is in Company’s possession; (ii) unless we specifically state otherwise, we do not endorse, support or use Company’s products or services; (iii) we have no responsibility to monitor Company’s use of Data; and (4) you will not hold us responsible in any way for Company’s use of Data.

When Data is received by Company, you agree and understand that Company is solely responsible for maintaining the privacy and security of the Data.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME ALL RISK THAT MAY RESULT FROM YOUR USE OF THE SERVICE. IN NO EVENT WE WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES WHETHER ANY CLAIM FOR SUCH DAMAGES OR LOSSES IS BASED ON TORT OR CONTRACT OR WHETHER WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICE.

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TERMINATING THE SERVICE

You may revoke your authorization for us to share your Data with Company and stop using the Service at any time by notifying us:

For Consumer Accounts: 800-382-5465

For Business Accounts: 888-382-4968

For Treasury Management Clients: 800-778-5915

You will need to disclose the name of Company and the accounts you wish to terminate access to. If you terminate your service with Company, you agree to promptly notify us and instruct us to discontinue sharing your Data with Company.