



## Terms of Use for MyDFS Portal

### I. Acceptance of Terms

These terms of use constitute a legal agreement ("Agreement") between you ("customer" or "you") and Dell Financial Services L.L.C. ("DFS" or "we" or "us") regarding your accessing, browsing and/or using MyDFS Portal ("Site"). The Site provides access to several services related to your Dell Preferred Account, Dell Business Credit Account, or any other line of credit you have or establish with DFS (hereinafter, the "Account"). The services you may access through the Site include (i) electronic communications; (ii) bill payment services; and (iii) Account management services (collectively, the "Services"). When you use any of the Services described in this Agreement or authorize others to use them in connection with your Account, you agree to the terms and conditions of the entire Agreement. You acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations, including U.S. export laws and regulations including those which apply to exporting data. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright Law and international treaties. This Site is controlled and operated by DFS from its offices within the United States. DFS makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so of their own initiative and are responsible for compliance with applicable local laws. Any claim relating to, and the use of, this Site and the materials contained herein is governed by the laws of the State of Texas.

### II. Use Restrictions

The copyright in all material provided on this Site is held by Dell Inc. ("Dell"), DFS or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Dell, DFS or the copyright owner. Permission is granted to display, copy, distribute and download the materials on this Site for personal, non-commercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and printed materials. You also may not, without permission from Dell and DFS, "mirror" any material contained on this Site on any other server. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

### III. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL DFS OR ITS EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THIS SITE OR ANY SITE OPERATED BY ANY THIRD PARTY, EVEN IF DFS OR A DFS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF MATERIALS FROM THIS SITE OR ANY SITE OPERATED BY ANY THIRD-PARTY RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### IV. Our Transmissions

All personal data provided to DFS will be handled in accordance with DFS' Consumer Privacy Policies, located at [www.dfs.dell.com/pages/Privacy.aspx](http://www.dfs.dell.com/pages/Privacy.aspx). Subject thereto, any material, information or idea you transmit to or post on

this Site by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by DFS, its affiliates or to its or their institutional funders for any purpose whatsoever, including, but not limited to, developing and marketing products provided the purpose is consistent with DFS' Consumer Privacy Policies. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

## **V. Electronic Communications**

DFS sends Account holders various types of legal notices, including but not limited to: change in terms notices, notices of increase or decrease in credit lines, privacy notices, Account updates, and periodic billing statements (collectively, the "Electronic Communications"). After account opening, we will provide important legal notices and access to periodic billing statements electronically.

Please read the following terms and conditions carefully before accessing your Account(s). By signing up with DFS Electronic Communications, you agree to be bound by and comply with this Agreement and the terms and conditions governing the Electronic Communications. If you do not agree to comply with these terms and conditions, you may not access to your Account via the Site. You understand that you must be a DFS customer and have a currently active account. You are not required to consent to receiving Electronic Communications, in which case you will receive such communications in paper form.

- A. **Consent.** By electing to receive Electronic Communications, you are consenting to receive from us by electronic means, billing statement notices and your billing statement(s) for the Account(s), change in terms notices, notices of increase or decrease in credit lines, privacy notices, Credit Bureau and billing dispute communications, Collection notices and additional communications about the Account(s) you have specified. You will receive your communication(s) from us in this manner, unless you withdraw your consent.
- B. **Withdrawal.** You may withdraw your consent to receive Electronic Communications at any time. To withdraw your consent to receive paperless statements, please log on to the Site and turn off paperless statements in the Preferences menu. If you wish to withdraw your consent to receive all other Electronic Communications, please send an email to [US\\_DFS\\_ED\\_Withdrawal@dell.com](mailto:US_DFS_ED_Withdrawal@dell.com).
- C. **Email Address.** You agree that we may send Electronic Communications to the email address associated with your use of the Site, including any responses to your inquiries, and you acknowledge that this is not a secure form of communication (we will never send sensitive or confidential Account or customer information via email). Electronic Communications will be provided to you online or sent to the email address you provided. If an Electronic Communication is sent via email and is returned as undelivered, we may use any other email address that we have for you. We also reserve the right to use postal addresses. If your email address does change, please update it on the Site or call us at 1-800-283-2210. Unless otherwise required by law, you agree that any Electronic Communications will be deemed received by you when sent by any means set forth above. DFS will send your periodic billing statement notice and any other notification to the email address on record.
- D. **Password.** You agree that the password you use to access an Account through DFS Electronic Communication will be kept confidential. If you forget your password, you may reset your password online. You understand that you have sole responsibility for the security of your password. You are solely responsible for notifying us of the loss or theft of a password. DFS will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password.
- E. **System Requirements.** To access the information subject to this consent, you will need an active email address as well as a web browser that meets the security requirements of our site, specifically the latest versions of Safari, Mozilla Firefox, Google Chrome, Internet Explorer, or Microsoft Edge. For the latest versions, please visit [Firefox](http://www.firefox.com); [Google](http://www.google.com); or [Microsoft](http://www.microsoft.com). You will also need Adobe Acrobat Reader, which is a free download from [www.adobe.com](http://www.adobe.com). To retain a copy of any periodic billing statement, you will need a printer or a storage device, such as a hard drive. You are responsible for maintaining an email address that is active and can receive email from DFS for the purpose of receiving your legal notices electronically. If any of the above system requirements

change, and we believe that such change may create a material risk that you will be unable to access electronic communications, we will notify you of the new hardware/software requirements.

## VI. Online Bill Payment Services

DFS provides its customers with two electronic bill payment options: (1) an autopay service that you can use to schedule recurring payments ("Autopay"); and (2) a third-party payment service that you can use to make one-time payments ("CheckFree Bill Payment Service"). To utilize either of these electronic payment options, you will need to provide your DFS Account number, name, email address and certain banking information. Details of each electronic payment option are provided below.

### A. Autopay

DFS customers may elect to use Autopay to schedule recurring payments. The following terms and conditions apply to the Autopay service. You understand that participation in the Autopay service is subject to DFS approval. You may enroll in Autopay through the Site or by verbal agreement with electronic signature.

By enrolling in Autopay, you are authorizing DFS to treat your electronic signature as evidence of your consent to initiate recurring electronic payment transactions from your designated bank account ("Designated Account"). You are also authorizing DFS to initiate debit entries to your Designated Account, at the financial institution you have indicated, using the Automated Clearing House ("ACH") or other payment transfer service chosen by DFS from time to time. You acknowledge that the origination of ACH transactions to your Designated Account must comply with the provisions of U.S. law. You understand that this authorization will remain in full force and effect until DFS has received notification from you of its termination in such time and in such manner as to afford DFS and your designated financial institution a reasonable opportunity to act on it.

1. Autopay Options. Each month, you authorize DFS to automatically charge your Designated Account for one of the following choices:

**Minimum Amount Due ('Min Due')** – When this amount is selected, DFS will draft the 'Minimum Payment Due' reflected on your periodic billing statement. Any payments made through other approved methods will not affect the Autopay amount to be drafted. If you wish to skip any month's draft, you must cancel your Autopay enrollment via the Site prior to the processing date. The 'Minimum Payment Due' on your billing statement reflects the current billing cycle minimum amount due plus any past due amounts.

**Minimum Amount Due + \$\$ Amount ('Min Due +')** – When this amount is selected, DFS will draft the 'Minimum Payment Due' reflected on your periodic billing statement plus the dollar amount you designate. Any payments made through other approved methods will not affect the Autopay amount to be drafted. If you wish to skip a month's draft, you must cancel your Autopay enrollment via the Site prior to the processing date.

**Full Statement Balance ('Balance')** – When this amount is selected, DFS will draft the 'New Balance' amount reflected on your periodic billing statement, less any payments or credits posted to your Account since the date of your billing statement. For example, if your last statement balance is \$500, and you make a payment of \$100 prior to your due date, DFS will draft the remaining \$400 on your due date.

**Amount Due: Lease Contracts Only** – When this amount is selected, DFS will draft the total sum of all charges reflected on your lease invoice. Charges may include, but are not limited to, rental amounts, fees, and property tax assessments.

If your due date falls on a Sunday, legal holiday or other day that we are not open for business, we will process your payment on the next available business day. However, the payment will be credited to your Account as if it had been processed and posted on the due date. All payments are subject to further verification.

For any automatic payment option above that you have selected, DFS will not debit your Designated Account by an amount that will cause your Account to have a credit balance. You authorize DFS to reduce the amount of the debit previously disclosed to you on your billing statement so that the amount debited does not exceed the Account balance as of the time we begin processing your payment.

2. **Termination and Unenrollment.** If funds are not fully available at any time during your participation in Autopay, or your Account is otherwise not in good standing, we reserve the right to terminate your participation therein. If a payment is rejected, refused, returned, disputed, or reversed by your financial institution for any reason, then DFS has the right to charge a returned item fee. In addition, if there are multiple occurrences of returned payments, DFS may terminate your participation in Autopay. DFS also reserves the right to terminate your participation in Autopay at any time, as authorized by applicable law. If your participation in Autopay is terminated by us for any reason, you will receive a notification that your Account has been unenrolled. If your Account is closed and there is an outstanding balance on the Account, DFS will continue to automatically debit your Designated Account unless you unenroll from Autopay.
3. **Financial Institution Rules.** You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfers. You are responsible for all fees charged by your financial institution associated with your Designated Account.
4. **Monthly Statement and Billing Errors.** If you consent to receive paperless statements, DFS will make your monthly statement available to you online through the Site. You agree to review each monthly statement you receive and give DFS notice of any errors or disputed charges at least 3 days prior to your statement due date. If a billing error occurs due to a transaction you dispute on your monthly billing statement, DFS is responsible for correcting it if and when you notify us of the error, subject to the terms of your Credit Agreement. Unless you notify us of a billing error at least 3 days in advance of your scheduled payment due date, we will draft the scheduled Autopay debit amount reflected on your periodic billing statement. DFS is not liable for erroneous periodic billing statements, incorrect debits or charges, or for any delay in the actual date on which your Designated Account is debited.
5. **Changes to Account.** You must notify us if (a) any information changes regarding your Designated Account, or (b) if you wish to change the account or financial institution from which your payment is debited, or (c) if you wish to stop a payment or discontinue your participation in the program. All changes to information regarding your Designated Account may be made by logging in to the Site. If you do not update your Designated Account and DFS is unable to charge the Designated Account, you may be subject to applicable late fees, returned item charges and any fees or charges assessed by your financial institution.
6. **Stop Payment.** You may cancel or edit any Autopay debit by signing in to your user profile on the Site, and following the Edit or Cancel links on the Autopay page, or by contacting a DFS Customer Service representative at the appropriate toll-free number listed below.
  - a. 1(800) 283-2210 - Dell Preferred Account
  - b. 1(866) 413-3355 - Dell Business Credit
  - c. 1(877) 663-3355 - Dell Lease

You will not incur a charge for cancelling or editing an Autopay debit prior to being processed by us. You understand and agree that once we have begun processing a payment it cannot be cancelled or edited by us. DFS must receive your request to cancel or edit an upcoming automatic debit at least three (3) business days before the scheduled debit date as set within your Account.

## **B. CheckFree Bill Payment Service**

In addition to Autopay, DFS has contracted with a third-party provider, CheckFree Services Corporation ("CheckFree"), to furnish online payment services to our customers. The CheckFree Bill Payment Service enables you to make a one-time bill payment (rather than the automatic, recurring payments that can be made through the use of Autopay).

**The actual terms and conditions of the CheckFree Bill Payment Service are in the CheckFree service agreement and privacy policy (the "CheckFree Agreement"), which may be accessed here:** [https://m3.ihost.getbills.com/includeservlet/include.inc?cf\\_form\\_action\\_name=legalstatement&cf\\_form\\_org\\_name=DFS](https://m3.ihost.getbills.com/includeservlet/include.inc?cf_form_action_name=legalstatement&cf_form_org_name=DFS) **SDPA. Terms, conditions, features, availability, pricing, fees, service and support options of the CheckFree Bill Payment Service are subject to change. When you use the CheckFree Bill Payment Service, you understand that the CheckFree Agreement applies to your use of that Service. In the event of any inconsistency between the CheckFree Agreement and this Agreement regarding your use of the CheckFree**

**Bill Payment Service, the CheckFree Agreement shall govern. DFS makes no representation or warranty concerning the accuracy or availability of the CheckFree Bill Payment Service, whether shown in the CheckFree Agreement, on the DFS website, or on any other DFS communication. DFS is not responsible for the CheckFree Bill Payment Service or the performance of such Service by CheckFree.**

## **VII. Agreement Termination, Revision, and Applicable Law**

This Agreement shall be construed according to federal law, including the Electric Signatures in Global and National Commerce Act, as well as the laws of the state listed in the governing law section of your Credit Agreement or Lease Contract. We reserve the right to restrict or terminate access to any Account(s) enrolled in any of the Services offered through the Site at any time. We also reserve the right to change any terms described in this Agreement.

DFS may at any time revise this Agreement by updating this posting. By using this Site and the Services, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Agreement to which you are bound. By continuing to use the Site and the Services after revisions are in effect, you accept and agree to all revisions.