

Developer Terms of Use

Last updated: 2/5/2025

These developer terms of use (the “Agreement”) between you and Navy Federal (“Navy Federal,” “we,” “us,” or “our”) governs your access and use of Navy Federal’s developer site (the “API Exchange”) and developer portal (the “Developer Portal”), along with any Navy Federal application programming interfaces (“APIs”), materials, documentation, specifications and other content made available on or through the API Exchange and Developer Portal (“Documentation”), and other features or services available through the API Exchange or Developer Portal (collectively, the “Services”).

By accessing or using the API Exchange, Developer Portal or Services, you agree to be bound by and comply with the terms of this Agreement. If you do not agree, you may not access or use the API Exchange, Developer Portal, or any of the Services. If you are agreeing to the terms of this Agreement on behalf of an organization or entity, you represent and warrant that you are so authorized to agree on behalf of that organization or entity. You may not use the API Exchange and Developer Portal unless you are at least 18 years old. This Agreement supplements any other agreements, disclosures, or privacy policies that may apply to you.

1. Developer Credentials. In order to access the Developer Portal, you will be required to register for an account by creating a username and password (“Developer Credentials”) and providing other information to Navy Federal to verify your identity, entity affiliation, and eligibility to register for an account. You agree all information that you provide in connection with your account is accurate and complete to the best of your knowledge, and you are responsible for keeping such information up-to-date. If the entity that employs you or that you represent changes, you will be required to re-register and create new Developer Credentials. You and the entity you represent are responsible for all uses of and acts and omissions with respect to the Developer Portal by you or through your Developer Credentials whether or not they are undertaken by or with your knowledge or authorization. Your Developer Credentials must remain confidential, and you will not allow unauthorized users to use your Developer Credentials. You must notify us immediately of any loss, theft, or unauthorized use of your Developer Credentials.

2. Restrictions. You will not (and will not enable any third party) to do any of the following:

- Access or use the API Exchange, Developer Portal, Documentation or Services for any purpose or in any manner other than expressly permitted in this Agreement or the Documentation, including but not limited to any unlawful, fraudulent, infringing, abusive, threatening, defamatory, disparaging, or obscene purpose;
- Adapt, copy or otherwise prepare derivative works of the API Exchange, Developer Portal, Documentation or Services or any portion thereof;
- Attempt to gain unauthorized access to, circumvent any security or authentication measures, or disrupt the integrity or performance of the API Exchange, Developer Portal, Documentation or the Services;
- Disclose, transfer, sell, sublicense, or otherwise share your Developer Credentials or any Documentation to any other person for any purpose;
- Reverse engineer, modify, disassemble, decompile, or otherwise alter the API(s), Documentation, or any other Navy Federal materials;

- Access or use the API Exchange, Developer Portal, or Services in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage or otherwise not in accordance with the Documentation;
- Introduce any spyware, viruses, worms, defects, Trojan horses, or other malicious code;
- Use the API Exchange, Developer Portal, Documentation or Services for the purposes of benchmarking, competitive analysis, or developing, using or providing a competing software product or service;
- Collect, use, or disclose any personal information or non-public information that may be accessible in the Developer Portal; and
- Challenge, directly or indirectly, any of our rights or interests in the API Exchange, Developer Portal, Services, API(s), or Documentation, nor the validity or enforceability of our rights under applicable law.

3. Intellectual Property Rights. The API Exchange, Developer Portal, Documentation and Services are and will remain the property of Navy Federal or its licensors and are protected by applicable intellectual property laws. Upon successful account registration, we grant you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the API Exchange, Developer Portal, Documentation and Services for the purposes of developing and testing applications that use the API(s) during the term of your account registration.

4. Feedback/Suggestions. You agree that any feedback, suggestions, improvements, or comments that you provide to Navy Federal (collectively, "Feedback") may be used by Navy Federal for any purpose without obligation, compensation, or other liability to you. You agree to and hereby grant Navy Federal a nonexclusive, perpetual, irrevocable, royalty free, fully paid up, worldwide, and sublicensable license to make, use, import, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction.

5. Disclaimers. NAVY FEDERAL AND ITS AFFILIATES AND LICENSORS MAKE NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE NAVY FEDERAL API EXCHANGE, DEVELOPER PORTAL, SERVICES, API(S) AND RELATED DOCUMENTATION, AND ANY DATA OBTAINED FROM NAVY FEDERAL (INCLUDING THROUGH THE NAVY FEDERAL API), ARE PROVIDED "AS IS" AND "AS AVAILABLE." FURTHER, NAVY FEDERAL DOES NOT WARRANT OR GUARANTEE THAT USE OF ANY OF THE FOREGOING WILL BE (I) UNINTERRUPTED, ERROR-FREE, SECURE, OR ACCURATE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED OR (II) COMPATIBLE WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

6. Indemnification. You agree to defend, indemnify, and hold harmless us and our affiliates and the employees and contractors of each of these, from any loss, damage, claim, or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement, or your use of the API Exchange, Developer Portal, Documentation and/or the Services. This provision will survive the expiration or termination of this Agreement.

- 7. Limitation of Liability.** IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOST PROFITS, LOSS OF USE, OR LOSS OF DATA (EVEN IF ADVISED OF THE POSSIBILITY THEREOF OR SUCH DAMAGES WERE REASONBLY FOREESABLE) ARISING IN ANY WAY OUT OF (I) THE USE OF OR INABILITY TO USE THE API EXCHANGE, DEVELOPER PORTAL, API(S), DOCUMENTATION, OR ANY OTHER PART OF THE SERVICES, OR (II) TRANSMISSION OF ANY VIRUSES, UNAUTHORIZED ACCESS, ERRORS, OMISSIONS, INACCURACIES, OR OTHER DEFECTS IN THE API EXCHANGE, DEVELOPER PORTAL, API(S), DOCUMENTATION, OR ANY OTHER PART OF THE SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT IS TO STOP USNG THE API EXCHANGE, DEVELOPER PORTAL, OR SERVICES.
- 8. Termination or Suspension of the Services.** Except to the extent applicable law requires otherwise, you agree that we may (i) terminate this Agreement or suspend your use of the API Exchange, Developer Portal, or Services at any time and for any reason or no reason, and (ii) modify or discontinue, temporarily or permanently, any portion of the Services or its features and functionality. Neither termination nor suspension will affect your liability or obligations under this Agreement. Navy Federal reserves the right to deny access to any user to prevent or stop fraud or illegal activity, to maintain or restore security or performance to our API Exchange or Developer Portal, or if we reasonably believe your account has been or may be compromised for fraudulent or illegal activity. We may try to notify you in advance but cannot guarantee we will do so. Upon termination of the Agreement for any reason, you must immediately cease access and use of the API Exchange, Developer Portal, or Services and any Documentation, and any rights and licenses granted to you under this Agreement shall be immediately extinguished.
- 9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions. You irrevocably and unconditionally submit to the jurisdiction and venue of the United States District Court for the Eastern District of Virginia. If this court does not have subject matter jurisdiction, then you submit to the courts of Virginia located in Fairfax County.
- 10. No Waiver.** We will not be deemed to have waived any rights or remedies hereunder, unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.
- 11. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement to any party, person, or entity without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
- 12. Changes or Amendments.** Navy Federal may amend, supplement, or otherwise modify this Agreement from time to time by posting a revised version on our website, navyfederal.org or, where required by law, providing notice to you. The revised version will be effective at the time it is posted

unless a delayed effective date is expressly stated in the revision. Your use of the API Exchange, Developer Portal, or Services thereafter will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the API Exchange, Developer Portal, or Services, which may render all such prior versions obsolete.

13. Severability. If any part of this Agreement is void or unenforceable, all remaining terms shall remain valid and enforceable.