



ASSOCIATED CREDIT UNION OF TEXAS

Please read the following Terms, Conditions, and Disclosures before enrolling for Mobile and Online Banking. You may print this document by clicking the "Print" button on your Internet browser. After reading this document, if you wish to enroll for ACU Mobile and Online Banking, please indicate your acceptance of these Terms, Conditions, and Disclosures where indicated below.

Throughout these Terms, Conditions and Disclosures the terms "We", "Us", "Our" and "Credit Union" refer to Associated Credit Union of Texas. "You" and "your" refer to each person who enrolls for one or more of the Services associated with Mobile and Online Banking, and each account owner or other person authorized to transact business on any Credit Union account that may be accessed by way of the Services. The term "Services" in each section of this agreement will refer to Mobile and Online Banking; Mobile Remote Deposit Capture and Bill Payment Services. The term "electronic communication" means a message transmitted electronically in a format that allows visual text to be displayed on electronic equipment such as a computer monitor, or mobile device.

CONSENT: BY COMPLETING AND SUBMITTING YOUR REQUEST, YOU CONSENT TO HAVING REQUIRED DISCLOSURES, INFORMATION PROVIDED OR MADE AVAILABLE TO YOU VIA ELECTRONIC COMMUNICATION AND TO DO BUSINESS WITH ASSOCIATED CREDIT UNION OF TEXAS ELECTRONICALLY. YOU AGREE TO THE SAME TERMS THAT APPLY TO A SIGNED APPLICATION OR AGREEMENT; AND YOU AGREE THAT SUBMITTING THIS CONSENT OR ACCEPTING THESE TERMS CONSTITUTES YOUR SIGNATURE AS THOUGH SAME WERE PHYSICALLY SIGNED BY YOU. IF THERE IS A CO-APPLICANT OR USER, YOU REPRESENT AND WARRANT THAT SUCH CO-APPLICANT OR USER HAS AUTHORIZED THE SUBMISSION OF THIS APPLICATION. THIS ELECTRONIC SUBMISSION/CONSENT QUALIFIES AS YOUR SIGNATURE FOR ALL PURPOSES AND USES WHATSOEVER.

I. **MOBILE AND ONLINE BANKING Terms, Conditions, and Disclosures**

- A. AGREEMENT ACCEPTANCE.** By accepting these Terms, Conditions, and Disclosures you agree that your use of the Services will be governed by the terms of your Membership and Account Agreement, Funds Availability Policy Disclosure, and Electronic Funds Transfer Disclosure, these Terms, Conditions, and Disclosures, and any additional terms, conditions or disclosures that may be provided to you by the Credit Union. You agree that when you use Mobile and Online Banking, you will remain subject to the terms and conditions of your existing agreements with any service providers of yours, including service carrier or service provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Comcast, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile and Online Banking (for example, your mobile service carrier or service provider may impose data usage or text message charges for your use of or interaction with Mobile Banking.)
- B. EQUIPMENT AND SERVICES.** Mobile and Online Banking is a personal financial information management service that allows you to access account information and make transactions using compatible and supported mobile devices and/or other compatible and supported wireless devices ("Mobile Devices") via the mobile banking app and compatible and supported mobile Internet browsers and via personal computers using compatible and supported Internet browsers. You must use your password or PIN (hereafter referred to as your Personal Identification Number or "PIN") with your User ID to access your accounts. We reserve the right to modify the scope of the Mobile and Online Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile and Online Banking. You agree

and understand that Mobile and Online Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming on some Mobile Devices. Access to Mobile and Online Banking requires either a mobile device with our mobile banking app downloaded, and an Internet connection or a personal computer with an Internet browser, and an Internet connection to access the Services. You are responsible for any and all service provider fees or Internet service fees that may be assessed by your service carrier, or service provider.

THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, OR SOFTWARE, OR WITH RESPECT TO YOUR SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

We are not responsible for any loss, damage or injury, whether caused by your equipment, your software, or the Services. We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, your software or the Services, except where the law requires a different standard. You agree to be bound by and to comply with any requirements in any user's guide, instructional manual or other instructions that we may provide to you in connection with the Services.

- C. ADDITIONAL SERVICES.** We may introduce new Services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using the new Services when they become available, you agree your use will be governed by these Terms, Conditions, and Disclosures as well as any additional terms, conditions, and disclosures we may provide to you.
- D. OVERDRAFTS.** You agree that your use of the Services, your User ID, and your Password or PIN shall be subject to the Overdrafts provisions set forth in the Membership and Account Agreement. If there are insufficient funds available in your account or from any form of overdraft protection, the Services may not process a bill payment that you have arranged for. In such event, you understand and agree that you will be responsible for making alternate payment arrangements with the payee or for rescheduling the payment through the Services. You agree to be responsible for any late fees, financial charges, or any other fees that may be incurred due to any insufficient or unavailable funds.
- E. YOUR MOBILE BANKING RESPONSIBILITIES.** In addition to the terms and conditions in other sections of this Agreement you agree to monitor your Account and important Account information through your Online Banking Service, periodic statements for your Account, if applicable and important notices about your Account delivered by us electronically or by mail, in addition to any services or information you may receive through Mobile Banking. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person who is not a joint on your account. If you do, we will not be liable for any damage resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.
- You agree to notify us immediately if you lose, change or cancel the phone number of your registered Device.
 - If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with the Device immediately.

- You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local law.

- F. PASSWORD AND PIN SECURITY.** You agree to keep your Password and PIN in confidence, to refrain from disclosing your Password and PIN to any third party, and to refrain from recording or displaying your Password and PIN in such a manner that it will be accessible by third parties. You agree that the use of the Password or PIN by you, any other applicant, any party to any of your accounts which may be accessed by the Password or PIN, anyone you permit or authorize to use your Password or PIN, and anyone to whom you disclose your Password or PIN or give access to your Password or PIN shall be deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss, theft or compromise of your Password or PIN to us as soon as possible after the loss, theft or compromise. For your security, in the event that someone tries to access your account without knowing your Password or PIN, the system will lock out all access to your account after a third incorrect Password or PIN entry. In such event, you must contact the Credit Union to have access to your account by way of the Services unlocked. Biometric authentication methods (including fingerprint, facial, retinal, and voice) are to be used at your own risk. By agreeing to these Terms, Conditions, and Disclosures you agree and understand that the Credit Union is not responsible for any loss, damage or injury, caused by the use of a biometric authentication method to access Mobile and Online Banking.
- G. MOBILE AND ONLINE BANKING SERVICE LIMITATIONS** Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile and Online Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device, personal computing device, mobile network or internet network which you utilize to access Mobile and Online Banking. You agree to exercise caution when utilizing the Mobile and Online Banking platforms on your devices and to use good judgement and discretion when obtaining or transmitting information. Financial information shown on Mobile and Online Banking reflects the most recent account information available through Mobile and Online Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.
- H. STOP PAYMENT.** When you arrange for the Services, you acknowledge and agree that you may not stop payment of account transfers initiated through your use of the Services; provided, however, that under certain conditions you may stop payment of certain preauthorized payments through the Bill Payment Services. See the disclosures appearing below for more information concerning your right to stop payment of certain preauthorized bill payment transfers.
- I. TERMINATION OF SERVICES.** You agree that we may terminate this Agreement and your use of the Services at any time. You or any other party to your account can terminate this Agreement and the Services at any time by notifying us in writing. Termination by you will be effective on the first business day following our receipt of your written notice. If you close your Share Draft (Checking) account, you agree to notify us if you are an active Bill Payment Services user. If you cancel your Bill Payment Services with us, all scheduled and unprocessed payments will be canceled. In such event, you agree to be responsible for ensuring that your payees receive timely payment by an alternate payment method and we will not be responsible for any late

fees, finance charges or other charges that you may incur if you fail to do so. Except for pending transactions with the Bill Payment Services that will be canceled, termination of this Agreement or the Services will not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination. Notwithstanding your termination of this Agreement or the Services, you will remain responsible for any transactions initiated by any person to whom you have furnished your Password or PIN.

- J. AMENDMENTS TO THIS AGREEMENT.** We reserve the right to amend this Agreement and to change the terms and conditions governing the Services at any time subject to such notice as may be required by applicable law. Your use of the Services following receipt of any such notice will constitute your acceptance of any such change. Your use of the Services is subject to existing laws and regulations governing your accounts and any future changes to those laws or regulations.
- K. ENFORCEMENT AND GOVERNING LAW.** You agree to be liable to us for any liability, loss or expense that we may incur as a result of any dispute involving your accounts or the Services. You authorize us to deduct any such liability, loss or expense from your account without prior notice to you. This Agreement shall be governed by and construed in accordance with all applicable federal laws, all applicable substantive laws of the State of Texas, and by the bylaws, policies, and rules of the Credit Union as they now exist or may be amended hereafter. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent that any such law, regulation or rule may be modified by agreement between us.

II. MOBILE REMOTE DEPOSIT CAPTURE Terms, Conditions, Disclosures

These Services are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Credit Union or Credit Union's designated processor.

- A. AGREEMENT ACCEPTANCE.** Your use of the Services constitutes your acceptance of these terms, conditions and disclosures. These terms, conditions and disclosures are subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised terms, conditions and disclosures or by an online secure message. You will be prompted to accept or reject any material change to these terms, conditions and disclosures the next time you use the Service after Credit Union has made the change. Your acceptance of the revised terms, conditions and disclosures along with the continued use of the Services will indicate your consent to be bound by the revised terms, conditions and disclosures. Further, Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- B. MEMBER ELIGIBILITY.** You understand that you must be a Credit Union member in good standing, and meet other predetermined qualify factors to qualify for remote deposit capture. To determine if you are eligible for these Services, visit any Credit Union branch or contact our Member Access Center at (281) 479-3441 or (800) 848-0330. We reserve the right to change the qualifications at any time without prior notice.
- C. LIMITATIONS OF SERVICE.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We do not assume responsibility for any technical or other difficulties or any resulting

damages that you may incur. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

- D. HARDWARE AND SOFTWARE.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. Credit Union is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.
- E. FEES.** Credit Union does not currently charge a fee for the Service. Credit Union may charge and/or change fees associated with the use of the Service at any time pursuant to the section titled "Agreement Acceptance" above. You are responsible for paying any associated fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. You authorize Credit Union to deduct any such fees from any Credit Union account in your name. In addition, you agree that the Credit Union is not liable for any loss, costs, or fees you may incur from mobile data providers.
- F. ELIGIBLE ITEMS.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
 - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
 - Checks payable jointly, unless deposited into an account in the name of all payees.
 - Checks previously converted to a substitute check, as defined in Reg. CC.
 - Checks drawn on a financial institution located outside the United States.
 - Checks that are remotely created checks, as defined in Reg. CC.
 - Checks not payable in United States currency.
 - Checks dated more than 6 months prior to the date of deposit.
 - Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
 - Checks payable on sight or payable through Drafts, as defined in Reg. CC.
 - Checks with any endorsement on the back other than that specified in this agreement.
 - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
 - Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
 - Checks that are prohibited by the Credit Union's current Membership Agreement with you
 - Checks that are in violation of any federal or state law, rule, or regulation.
- G. ENDORSEMENTS AND PROCEDURES.** You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, **Credit Union** Account # _____" or as

otherwise instructed by Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as Credit Union may establish from time to time.

- H. RECEIPT OF ITEMS.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
- I. AVAILABILITY OF FUNDS.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before [3:00 p.m. Central Standard Time](#) on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in two business days from the day of deposit. Credit Union may make such funds available sooner or reserve the right to place a hold based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Credit Union, in its sole discretion, deems relevant.
- J. DISPOSAL OF TRANSMITTED ITEMS.** Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, You agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request.
- K. DEPOSIT LIMITS.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. In addition, the current monthly dollar limit is \$10,000.00 per any 30 consecutive calendar day period for retail banking clients. There is a daily limit of 100 items and a monthly limit of 500 items.
- L. PRESENTMENT.** The manner in which the items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Membership and Account Agreement governing your account.
- M. ERRORS.** You agree to notify Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify Credit Union within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Credit Union for such alleged error.

 - a. **Errors in Transmission.** By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- N. IMAGE QUALITY.** The image of an item transmitted to Credit Union using the Services must be legible, as determined in the sole discretion of Credit Union. Without limiting the foregoing, the

image quality of the items must comply with the requirements established from time to time by Credit Union, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

O. USER WARRANTIES AND INDEMNIFICATION.

You warrant to Credit Union that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware
- You agree to indemnify and hold harmless Credit Union from any loss for breach of this warranty provision.

P. COOPERATION WITH INVESTIGATIONS. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Q. TERMINATION. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Membership and Account Agreement or any other agreement with us.

R. ENFORCEABILITY. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

S. OWNERSHIP AND LICENSE. You agree that Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Credit Union's business interest, or (iii) to Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

T. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

- U. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF Credit Union HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

III. ONLINE BILL PAYMENT Terms, Conditions, Disclosures

These Services are designed to direct ACUTX to make payments from your designated checking account to the Payees you choose in accordance with these terms, conditions and disclosures. The term "Payee" means any individual, or entity, including ACUTX, you designate and ACUTX accepts to make a payment to as a Payee.

- A. AGREEMENT ACCEPTANCE.** Your use of the Services constitutes your acceptance of these terms, conditions and disclosures. These terms, conditions and disclosures are subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised terms, conditions and disclosures or by an online secure message. You will be prompted to accept or reject any material change to these terms, conditions and disclosures the next time you use the Service after Credit Union has made the change. Your acceptance of the revised terms, conditions and disclosures along with the continued use of the Services will indicate your consent to be bound by the revised terms, conditions and disclosures. Further, Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- B. SERVICE FEES.** There is no monthly service charge for Online Bill Pay; however, ACUTX reserves the right to charge a fee for this service in the future. You will receive at least thirty (30) days notice before we begin to charge a monthly fee for Online Bill Pay. Fees do apply for certain types of activity including, but not limited to, insufficient funds, check copies, stop payments and expedited payments.
- C. HOW TO SET UP PAYMENTS.** If you want to add a new PAYEE, select the Payee tab located in the service or speak to a service representative. You may add a new fixed payment to a Payee by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made by using the service. ACUTX reserves the right to refuse the designation of a Payee for any reason. Any payments you wish to make through this service must be payable in U.S. dollars to Payees in the United States (including U.S. territories and APOs / AEOs). We reserve the right to restrict from time to time the types of Payees to whom payments may be made using the service.
- D. SINGLE PAYMENTS.** A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date,

provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by ACUTX, is currently 2 pm CST. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

E. RECURRING PAYMENTS. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payments **Pay Before option** is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payments **Pay After option** is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

F. ELECTRONIC FUNDS TRANSFER (EFT). Some Bill payments are processed by EFT. Please see the Electronic Funds Transfers Agreement and Disclosure included, or, received when you opened your account, which discloses important information concerning your rights and obligations or call us at (800) 848-0330 to request another copy.

G. ESTIMATED PAYMENT ARRIVAL. The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

H. CANCELLING A PAYMENT. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

I. AVAILABLE FUNDS. You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as any other payment obligations you have to ACUTX. ACUTX reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the account and ACUTX has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree ACUTX, at its option, may charge any of your accounts with ACUTX to cover such payment obligations.

J. LIABILITY. You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN). If you want to terminate another person's authority to use the Bill Pay service, you must notify ACUTX and arrange to change your PIN. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. ACUTX is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. ACUTX is not liable for any failure to make a bill payment if you fail to promptly notify ACUTX after you learn that you have not received credit from a Payee for a bill payment. ACUTX is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be ACUTX's agent.

If we do not properly complete a transfer on time or in the correct amount according to our agreement with you, our liability, if any, for your direct losses or damages shall not exceed the amount of the transaction. We will not be liable if, for instance:

- a. you fail to provide and maintain a valid email address with the Credit Union;
- b. through no fault of ours, your account does not contain enough money or you do not have available credit to make the transfer;
- c. Online Bill Pay was not working properly and you knew about the breakdown when you initiated the transaction;
- d. your PIN was reported lost or stolen and we have blocked its use;
- e. circumstances beyond our control, such as fire, flood, electrical failure, or malfunction of the central data processing facility preventing completion of the transaction in spite of our reasonable precautions;
- f. your account is "blocked" or "frozen" because of a court order or some similar legal action;
- g. we establish other lawful exceptions and give you notice required by law of them.

In no event will ACUTX be liable for consequential, indirect, or punitive damages. ACUTX will carry out written instructions from you and authorized users of your accounts. We will not incur liability for carrying out written instructions in a reasonable manner. You agree to indemnify ACUTX and hold it harmless from any and all liability ACUTX incurs as a result of following your written instructions in a reasonable manner.

ACUTX is responsible only for exercising ordinary care in making payment upon your authorization and for mailing or sending a payment to the designated payee. ACUTX is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, or the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of ACUTX.

- K. AMENDMENT.** ACUTX has the right to change this Agreement at any time. You will receive at least 21 days advance written notice of any change, deletion from, or addition to this Agreement that will adversely affect you. Your continued use of Online Bill Pay after the effective date of the change will constitute your agreement to the changed terms.
- L. TERMINATION.** ACUTX has the right to terminate this Agreement at any time. You may terminate this agreement by written notice to ACUTX. ACUTX is not responsible for any fixed payment made before ACUTX has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by ACUTX on your behalf.

IV. ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Associated Credit Union of Texas ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.

The following limitations on ATM Card transactions may apply:

- For cardholders 18 years old and older you may withdraw up to a maximum of \$500.00 in any one (1) day, if there are sufficient funds in your account.
- For cardholders 12 to 17 years old you may withdraw up to a maximum of \$250.00 in any one (1) day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Debit Card. If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on Debit Card transactions may apply:

- Purchase amounts are limited to the amount in your account.
- You may purchase up to the following maximum per day:
 - Cardholders 18 years old and older \$3,500.00
 - Cardholders 12 to 17 years old \$1,000.00
- You may withdraw up to the following maximum any one (1) day from an ATM machine, if there are sufficient funds in your account:
 - Cardholders 18 years old and older \$500.00
 - Cardholders 12 to 17 years old and older \$250.00
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is

replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

c. Audio Response. If we approve Audio Response for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Audio Response to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share, share draft, loan, money market, club, certificate, and Special Share accounts.
- Make loan payments from your share, share draft, money market, and Special Share accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Audio Response via a touch-tone telephone only. Audio Response service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Audio Response transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share, share draft and/or money market account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us in writing at any time up to three (3) business days before the scheduled date of the transfer. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. Home Banking. If Home Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Home Banking to:

- Transfer funds from your share, share draft, and money market accounts.
- Obtain balance information for your share, share draft, money market, club, and certificate accounts.
- Make loan payments from your share, share draft, money market, and Line of Credit accounts.
- Access your Line of Credit accounts.

Your accounts can be accessed under Home Banking via personal computer. Home Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Home Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

g. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- The maximum amount of bill payments each day is \$10,000.00, if there are sufficient funds in your account.

2. TRANSFER LIMITATIONS — For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Mastercard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

A fee of up to 2.00% will be charged on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged except where excluded. Transactions completed by merchants outside of the United States are considered

foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

a. ATM Card Fees.

- \$2.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- Replacement card fee of \$5.00 per card.
- Nonsufficient funds fee of \$30.00 per submission/resubmission of an item.

b. Debit Card Fees.

- \$2.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- Replacement card fee of \$5.00 per card.
- Nonsufficient funds fee of \$30.00 per submission/resubmission of an item.

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your

permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

281.479.3441
800.848.0330

or write to:

Associated Credit Union of Texas
PO Box 9004
League City, TX 77574
Fax: 409.934.8707

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 281.479.3441 or 800.848.0330. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;

- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.

- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

281.479.3441
800.848.0330

or write to:

Associated Credit Union of Texas
PO Box 9004
League City, TX 77574
Fax: 409.934.8707

- Tell us your name and account number.
- Describe the electronic transfer 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.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)** business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.