

Texans Credit Union

Terms, Conditions and Disclosures

Texans Online Banking and Mobile Banking (the "Agreement")

By using the Services or by authorizing anyone else to use the Services, you agree to these Terms, Conditions, and Disclosures and you authorize us and any third party acting on our behalf to serve as your agent in processing payments to targeted merchants, and making transfers to and from targeted accounts pursuant to your payment and transfer instructions. Your authorization will remain in effect until revoked by either you or us in writing. If you revoke your authorization, the revocation will not be effective until we have received your revocation and have had reasonable time to act upon it. In addition to these Terms, Conditions, and Disclosures, your use of the Services is subject to and governed by the Texans Consumer Membership Account Agreement and Disclosures including our Electronic Funds Transfer Services Agreement and Disclosures or the Business Membership Account Agreement and Disclosures including our Electronic Banking Agreement for Business Members. Please refer to those agreements and the provision which appears below for important information about your obligation to safeguard your Access Device. Further, Texans 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.

In these **TERMS, CONDITIONS, AND DISCLOSURES**, the words "we", "us", "our" and "Texans" refer to Texans Credit Union. The words "you", "your" and "member" refer to each person or business applying for home banking services and each account owner or other person authorized to transact business on any Texans account which may be enrolled in and accessed by way of the Texans Online Banking Services and/or Texans Mobile Banking Services (the "Services"). As used herein, " **Access Device**" means any electronic device such computer, tablet, smartphone or other hardware used to check balances, make or process a transaction, and/or any codes, passwords or personal identification numbers (PIN) used to access and/or utilize any account or other services.

I. ELECTRONIC DISCLOSURES CONSENT

By agreeing to these Terms, Conditions and Disclosures and registering for the Services, you consent to receive electronically all notices, disclosures, agreements and communications from us about the Services and any of the products that you access or for which you may apply through the Services, together with any amendments we may make from time to time to any such disclosures or agreements. Your consent includes any disclosures that we may make in connection with the Services. All agreements entered into by electronic means will be deemed valid, authentic and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest email address you have provided to Texans. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this agreement and the Services. By consenting and accepting the terms and conditions of this Agreement, you represent and warrant that you are authorized to do so on behalf of all Owners for your current Account(s) and any new Account(s) you open through online banking.

You may withdraw your consent to receive future electronic disclosures anytime by emailing us at texans@texanscu.org. However, if you withdraw your consent, you will no longer be eligible to utilize the Services. Your withdrawal of consent will become effective after we have received it and have had reasonable opportunity to act upon it. If your email address or any of your other contact information on file with us changes, you must provide your updated information to us via the Services or by mailing the changes to Texans Credit Union, Attn: Support Services, P.O. Box 853912, Richardson, TX 75085-3912. Please include your name and member number when contacting us. You agree that these are reasonable procedures for sending and receiving electronic communications.

II. NEW SERVICES

We may, from time to time, introduce new Services or enhance the existing Services. We will notify you when these new or enhanced Services are made available.

III. MEMBER SERVICE INFORMATION

Questions concerning the Services, including Texans online banking, mobile banking and bill payment questions or problems, should be directed to Texans Credit Union (972) 348-2000 or (800) 843-5295 during our [normal business hours](#). Mail may also be addressed to:

Texans Credit Union
Attn: Support Services
P.O. Box 853912
Richardson, Texas 75085-3912

Or you may send an e-mail to Texans direct from the Services.

IV. ACCOUNT REQUIREMENTS

To subscribe to the Services, you must maintain at least one account with Texans which may include the following types of accounts: savings account, checking account, money market account, certificate of deposit, Individual Retirement Account, and loan or line of credit ("Accounts").

Texans reserves the right to refuse to open an Account or to deny a Member the ability to access the Services, to limit access or transactions or to revoke a Member's access to Services without advance notice to the Member unless specified otherwise in the Termination of Rights and Services section of the Consumer Membership Account Agreement or in the Closing the Account section of the Business Membership Account Agreement.

V. ACCOUNT ACCESS SERVICE

The Services will provide you access to your Account via an Access Device. You will be prompted to create your User ID and password during the registration process. By accessing the Services, you understand and agree that you are fully liable for your use thereof. You are also fully liable for the access and use of the Service by any and all joint owners on any of your Accounts or by any authorized user to act on your behalf to use the Services, including Shared User(s), whether or not you actually or expressly authorized such joint owner or authorized user to access and use the Services.

Texans may provide access to your accounts and Services through the use of fingerprints or other biometrics. You may elect to the use of such biometrics, and, if so, will cooperate with Texans in implementing any new technology. Biometric technologies may be used for authentication of your identity. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be one of several methods used to access the Services.

Fingerprint authentication technology software (e.g. Touch ID, a service provided by Apple IOS), allows you to use your fingerprint to login to your Access Device securely instead of entering your user id and password. When this software authenticates a fingerprint registered to your Access Device, a secure token is exchanged with the Texans mobile application to permit access – Texans never receives or sees your fingerprint information. Your user id and password will not be stored on your Access Device. For more information on how your software provider protects your fingerprint, please see your provider's Privacy Policy and security guides.

Fingerprint authentication technology software can be disabled through the Settings Menu in the Texans mobile application.

The Service is accessed through an Access Device and network connection to electronically connect with account information and services that allows you to view account balances and transaction information, transfer funds among accounts, enroll in Bill Pay and pay bills from designated accounts, send secure electronic mail to Texans and receive electronic mail from Texans, affect stop payments, make address changes, request copies of checks and statements, access electronic statements and reorder checks.

As part of the Service, you will have the opportunity to enter and view all your financial information with accounts that you may have at other institutions as well as with us. You will also have the ability to transfer to and from external accounts that are in your name. As provided in the terms of this agreement, Credit Union may terminate this Service at any time for any reason, with or without notice. The Credit Union is not responsible for errors or failures of its third-party service providers that result in this Service being unavailable to you for use.

You may generally access certain Accounts through the mobile browser and receive certain information through text messaging under the Services, using an electronic device and a network connection. You are responsible for obtaining an encrypted browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. You are additionally responsible for obtaining internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. We are not responsible for any internet access services.

VI. SHARED USER ACCESS

You have the ability to share your accounts by invitation with another user (Shared User) including other Texans account holders and non-account holders. The Shared User will be required to accept our standard terms and conditions when accepting the invitation. You can assign permissions to the Shared User by account allowing transfer to, transfer from, view balances, and/or pay bills using the specified account(s). This may include transfers to external accounts linked to your account(s) by you. By doing so, you acknowledge and agree to grant the Shared User Internet access to the specified accounts, authorize activity initiated by the Shared User and are responsible for any and all activity initiated by the Shared User. You can change or turn off access for Shared User(s) you have previously granted access to in the system.

By authorizing a Shared User, you understand and agree that you are fully liable for the access and use of the Service by the Shared User(s), whether or not you actually or expressly authorized such transactions performed by the Shared User(s).

VII. CHARGES

Under certain circumstances, you will be charged a monthly fee for the Services. If a fee is charged, we will assess the charges against your checking account or against your savings account if there are insufficient funds in your checking account at the time that the fee is assessed. You will not be charged any monthly fee for accessing your account through your use of the Services. If you use the Texans Bill Payment service, a monthly fee may apply based on the checking product. Please refer to your Consumer or Business Membership Account Agreement and Disclosures for information as to which accounts are assessed a fee. These fees may change from time to time. We will notify you in advance of any such change. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

VIII. TERMS, CONDITIONS, AND DISCLOSURES THAT APPLY ONLY TO PERSONAL ACCOUNTS

A. What is a "Personal" Account?

A personal account is one held by a natural person which is established primarily for personal, family or household purposes. You represent and agree that any account which you may establish with us in the name of a sole proprietorship, a corporation, a partnership, a limited liability company, an association, a club, or similar non-natural person entity is not established for personal, family, or household purposes.

B. Your Liability for Unauthorized Transfers

If you believe your Access Device has been lost, stolen or compromised; notifying Texans immediately via telephone is the best way of keeping your potential losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit, if any). If you tell us within two business days, you can lose no more than \$50 if someone used your Access Device without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Access Device and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. Note: See TERMS, CONDITIONS, AND DISCLOSURES THAT APPLY ONLY TO BUSINESS ACCOUNTS section below. You

acknowledge and agree that the procedures and instructions set out in these Terms, Conditions and Disclosures, and our Consumer Membership Account Agreement and Disclosures including our Electronic Funds Transfer Services Agreement and Disclosures, regarding the security and safekeeping of your Access Device, and the security of online banking and mobile banking transactions in general, are reasonable and you agree to be bound by and to comply with those procedures and instructions.

C. Our Liability

For any transfer you make, the Available Balance, as defined in your Consumer Membership Account Agreement, in your Account, not including overdraft protection if applicable, must be sufficient to cover the transfer. 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 will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable, for instance:

- If you do not obtain confirmation at the time you initiate a transfer or payment.
- If, through no fault of ours, you do not have enough money in your Account to make the transfer or payment.
- If the transfer would go over the credit limit on your Texans line of credit (if approved).
- If the Services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
- If circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.
- Additional exceptions which apply to your Bill Payment Service are disclosed in the Bill Payment Service section of these Terms, Conditions, and Disclosures.
- There may be other exceptions stated in our Agreement with you.
- See the Special Rules for business accounts below for information concerning our liability for electronic funds transfers to and from business accounts.
- If the services are inaccessible for reasonable maintenance.

Error Resolution Notice

In case of errors or questions about Online Banking Transfers, call:

(972) 348-2000 or (800) 843-5295
or write
Texans Credit Union
Attn: Support Services
P.O. Box 853912
Richardson, Texas 75085-3912

as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the 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 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 forty-five (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. For transactions initiated outside the United States, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question, and we may take up to 20 business days to credit your account for the amount you think is in error.

We will correct the error, if any, within one (1) business day after determining that an error occurred. 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 there is an error on an electronic transfer made through Texans Bill Payment Service, call (972) 348-2000 or (800) 843-5295 for resolution.

IX. TERMS, CONDITIONS, AND DISCLOSURES THAT APPLY ONLY TO BUSINESS ACCOUNTS

A. What is a "Business" Account?

A business account is an account that is established by a sole proprietorship, a corporation, a partnership, a limited liability company, an association, a club, or similar non-natural person entity. You acknowledge and agree that any account established by any such entity shall be for business purposes only and shall not be for personal, family or household use.

B. Your Access Device and Your Liability for Unauthorized Transfers

You acknowledge and agree that it is your responsibility to notify us in writing of any possible unauthorized use of your Access Device. **Your limited liability for unauthorized transfers on personal accounts will not apply to transfers made to or from Business Accounts. You agree that losses from the unauthorized use of your Access Device on your business accounts will be your sole responsibility and that we are not liable for any such losses under any circumstances.**

From time to time, we may communicate with you and others authorized to use your account or your Access Device. We will send those communications to your address as reflected in our records, and you agree that we will have no liability to you or to any other person if our communication to you is stolen or otherwise intercepted by any person at any time.

You acknowledge and agree that the procedures and instructions set out in these Terms, Conditions and Disclosures, and our Business Membership Agreement and Disclosures including our Electronic Banking Agreement For Business Members and Disclosures, regarding the security and safekeeping of your Access Device, and the security of Services transactions in general, are commercially reasonable and you agree to be bound by and to comply with those procedures and instructions. Authorizations given to other persons will be considered unlimited in amount and manner until you notify us and we have had a reasonable opportunity to act on your notification.

C. Our Liability

If we allow a payment or transfer to be made in an amount in excess of the amount you instructed, our liability to you will be limited to the amount erroneously transferred or paid. You agree that, prior to reimbursing you, we may first make reasonable efforts to recover amounts erroneously transferred or paid from the transferee. In the event that we allow a transfer or payment to be made in an amount that is less than the amount you instructed, or if we delay or fail altogether to make a transfer or payment in keeping with instructions we receive from you, our sole liability shall be to make the payment or transfer in keeping with your prior instructions within a reasonable time. Under certain circumstances, we will have no liability whatsoever if we do not complete a transfer to or from your account on time or in the correct amount. We will NOT be liable, for instance:

- A. If you do not obtain Confirmation at the time you initiate a transfer or payment.
- B. If, through no fault of ours, you do not have enough money in your account to make the transfer or payment.
- C. If the Services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
- D. If circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.
- E. Additional exceptions which apply to your Bill Payment Service are disclosed in the Texans Bill Payment Service section of this Agreement.
- F. There may be other exceptions stated in our Agreement with you.
- G. If the Services are inaccessible for reasonable maintenance.

X. CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your Access Device has been lost or stolen, you should change your Password on your Online Banking account immediately. If you believe that someone has transferred or may transfer money from your account without your permission, call:

(972) 348-2000 or (800) 843-5295
or write
Texans Credit Union
Attn: Support Services
P.O. Box 853912
Richardson, Texas 75085-3912

For business accounts, written notification is required.

XI. FUNDS TRANSFER SERVICES

Internal Funds Transfers allow you to transfer funds between your Accounts at Texans. In addition, you may make transfers between you accounts from other accounts within Texans – Checking, Savings, Money Market and loans – which you are authorized to use. You acknowledge and agree that you are liable for any transfer activity initiated by a Shared User. This may include transfers to external accounts linked to your account(s) by you. You can change or turn off access for Shared User(s) you have previously granted access to in the system.

Business accounts, other than Sole Proprietorship accounts, may not be linked to personal accounts. You agree that we will not be liable for any damage or loss occasioned by transfers between sole proprietorship and personal accounts, whether or not any such transfer is authorized, unless otherwise provided by applicable law.

A. Funds Transfer Cancellation Requests

You may cancel or edit any scheduled funds transfer (including recurring funds transfers) by following the directions within the Service. There is no charge for canceling a scheduled funds transfer. Once Texans has begun processing a funds transfer it cannot be cancelled or edited.

B. Internal Transfer Limits

Internal Transfers are limited to the available balance in the account and to a minimum of \$.01 per transaction. If your transfer exceeds the balance in the account, it may not be processed.

C. External Transfers

You may make transfers to and from accounts in your name held at external financial institutions. A transfer can take between 3-4 banking days to process. A scheduled transfer must be completed prior to initiating a new transfer if the dollar amount of one or more back-to-back scheduled transfers exceeds the daily and outstanding transfer limits. If "back to back" transfers that exceed the daily and outstanding transfer limits are scheduled, all transfers after the limit has been met will automatically be cancelled.

XII. TEXANS BILL PAYMENT SERVICE TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

Selection of the Bill Pay Service will enable you to make payments (either one-time or recurring payments) via an Access Device from your designated checking account to third parties as you direct; and use the bill payment feature to receive bills from participating Billers, view Biller bill summary and bill detail information. By choosing to use the Bill Pay Service in addition to the Service, you agree to be subject to the terms and conditions outlined in this document.

A. Service Definitions

"Bill Pay Service" means the bill payment service offered by Texans through Fidelity National Information Services Inc. "FIS" (together, "Provider").

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.

"Payment Instruction" is the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Send-On Date).

"Payment Account" is the checking account from which bill payments will be debited. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Send-On Date" is the day you want the payment sent to your biller and is also the day your Payment Account will be debited.

"Pending Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

"Provider" means Texans Credit Union

B. Payment Authorization and Remittance

By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize the Provider to debit your Payment Account and remit funds on your behalf on or after the Send-On Date designated by you. You also authorize the Provider to credit your Payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller.

The Provider will use its best efforts to make all your payments properly. However, the Provider shall incur no liability and any Bill Pay Service Guarantee shall be void if the Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Provider your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit of your overdraft account;
2. You have closed the designated Account, or have been removed as a joint owner;
3. The payment processing center is not working properly and you know or have been advised by the Provider about the malfunction before you execute the transaction;
4. We have identified you as a risk and have chosen to (i) make all payments initiated by you via the Services utilizing a paper, as opposed to electronic, method, (ii) place your current and future bill payments on hold due to insufficient funds in your account or (ii) terminate your subscription to the Services;
5. You have not provided the Provider with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
6. The Merchant mishandles or delays handling payments sent by us; and/or
7. Circumstances beyond control of the Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Provider has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Provider causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Provider shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

C. Payment Methods

The Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a check payment.

D. Payment Cancellation Requests

You may cancel or modify any Pending Payment up to 12:01 AM Central Standard Time (CST) on the payment Send-On date. Once the Bill Pay Service has begun processing the Payment Instruction, it cannot be cancelled or edited; therefore, a stop payment request must be submitted only for bills paid via paper check. You may not submit a stop payment after a Payment Instruction has been sent electronically. If you need to stop a payment that has been paid via paper check, you will need to call:

(972) 348-2000 or (800) 843-5295
or write
Texans Credit Union
Attn: Support Services
P.O. Box 853912
Richardson, Texas 75085-3912

If you request Texans cancel a payment on your behalf prior to the Send-On date, you may call or write and the request must be received by Texans three (3) business days or more before the payment Send-On date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

Liability for failure to stop payment. If you order us to stop one of these payments three (3) business days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages. See Business Account disclosures above for information concerning our liability for transfers to and from Business Accounts.

E. Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Bill Pay Service.

F. Exception Payments

Tax payments and court ordered payments are prohibited. We reserve the right to refuse to make any payment, but will notify you of any such refusal within two (2) business days following receipt of your payment instruction. In no event shall the Provider be liable for any claims or damages resulting from your scheduling of these types of payments. The Provider has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, miss-posted or misdirected exception payments will be the sole responsibility of you and not of the Provider.

G. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

1. Information provided to the Biller – The Bill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.
2. Activation – Upon activation of the electronic bill feature the Bill Pay Service may notify the Biller of your request to receive electronic billing information. The date of presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
3. Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
4. Notification – The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
5. Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Pay Service will notify your electronic Biller(s) as to the change in status of your account but it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Provider will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

6. Non-Delivery of electronic bill(s) – You agree to hold the Provider harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

7. Accuracy and dispute of electronic bill – The Provider is not responsible for the accuracy of your electronic bill(s). The Provider is only responsible for presenting the information we receive from the Biller.

Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

H. Failed or Returned Transactions

In using the Bill Pay Service, you are requesting the Provider to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction and Courtesy Pay is not available), the transaction will not be completed. If this occurs, you will receive a notice from the Provider, be suspended from the Bill Pay Service and all future scheduled bill payments will not be paid until you reimburse the Provider. In such case, you agree that:

1. You will reimburse the Provider immediately upon demand the transaction amount that has been returned to the Provider;
2. For any amount not reimbursed to the Provider within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Provider for any fees it incurs in attempting to collect the amount of the return from you; and,
4. The Provider is authorized to report the facts concerning the return to any credit-reporting agency.

I. Biller Limitation

The Provider reserves the right to refuse to pay any Biller to whom you may direct a payment. The Provider will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

J. Returned Payments

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Provider.

XIII. ACCOUNT ALERT SERVICE

The Account Alert Service is offered to eligible accounts, allowing you to request and receive messages about your Texans account(s). You may receive alerts via email message(s) and/or text enabled cell phones or pagers. Each alert will be effective after set up of the alert parameters and delivery points using the Alert Service. You must be enrolled in the Online Banking Service to sign up for and use the Account Alert Service.

You accept that each alert may not be encrypted, and may include your name and information pertaining to your account(s). The alert will never contain your full account number. The information contained in an alert is as of a specific time and date. Receipt of each alert may be delayed, or prevented by factor(s) affecting your internet service

provider(s), phone operator(s), and such other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any alert. Texans will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purposes. Texans reserves the right to terminate any request from you, for any alert, at any time. The information in any alert may be subject to certain time lags and/or delays. You will manage the types of your alerts, and the alerts may be stopped, or suspended by you at any time.

Either you or Texans may terminate your use of the Alerts Service at any time without notice.

Enrollment in text services requires identification of your banking relationship with Texans as well as providing a mobile phone number. Standard messaging charges apply for text messages provided by Texans combined with your handheld's text messaging capabilities. In case of questions, please contact Texans at 972-348-2000 or 800-843-5295.

XIV. DOWNLOADING INFORMATION

You may be able to download specific information from the Services into Quicken®, and other software applications. It is your responsibility to obtain a valid and separate license agreement with the provider of the software application. You understand and agree that:

1. The information you download is for tracking purposes only and should not be considered an official record. Statements generated by Texans are the sole official record of account transactions and balances.
2. The account information will not reflect banking or financial activities and transactions that have not yet been completed and will only reflect the account information at the time that you download the information.
3. It is your responsibility to update your downloaded account information to your software application.
4. Texans is not liable for any loss, damages or expenses of any kind as a result of your reliance upon the downloaded information in your software application.

A. TRANSMISSION AND STORAGE

You agree and understand that:

1. You assume all risk for the possibility that any account information you download and store in your software application may be accessed by unauthorized third parties;
2. If you send the information in a manner that is not secure, or if you take the account information out of Texan's secure computers by downloading it, Texans is no longer responsible for the security and confidentiality of that information, and the responsibility becomes solely yours (or may be shared with others, such as your software application provider); and
3. Texans is not responsible for the security and confidentiality of the account information if you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded; or (ii) allow other persons access to your software application.
4. You agree that any account information that you download is processed at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in an electronic device or other electronic device.

B. ADDITIONAL LIMITATIONS OF LIABILITY

You agree that Texans will not be liable to you for:

1. Your inability to use the download service;
2. The accuracy, timeliness, loss, or corruption of account information;
3. Unauthorized access to your account information and any misuse, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
4. Your inability to access your account information (including but not limited to, failure of electronic or mechanical equipment,
5. Connection problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems).

XV. STATEMENTS

All payments and transactions made via the Services will be listed on your monthly account statement (the "Statement") that you receive from us.

XVI. CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make; (i) where it is necessary for completing transfers, (ii) text messages from the Alerts Service or (iii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (iv) in order to comply with government agency or court orders, or (v) if you give us your written permission.

XVII. COMPUTER EQUIPMENT AND SOFTWARE

You are solely responsible for the maintenance, installations and operation of your Access Device and for the software used in accessing the Services. Texans shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your Access Device or software, nor will Texans be responsible for any technology virus that affects your Access Device or any software while using the Services. By accessing the Services through the World Wide Web, you agree that Texans shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost savings or profit, lost data, business interruption or attorney's fees). Additionally, you must have an internet service provider, an email address, and a browser to utilize Services through the Internet.

XVIII. SAFEGUARDING YOUR ACCESS DEVICES

Your use of the Services confirms your agreement to and understanding of the terms and conditions contained herein. You are responsible for keeping your online password, account numbers, personal identification data, and other account information confidential.

- You should not leave your computer unattended while using the Services. Once your banking is completed, sign off and close your browser before leaving your computer.
- You should not leave your phone, tablet or other device unattended while using the Services. Once your banking is completed, sign off and close your browser or app.
- Review your account statement regularly and report any unauthorized or suspicious activity promptly to Texans within 60 calendar days of the transaction first appearing on your statement.

Never share your User ID / Password, or other personal account information. If you provide your Password or Texans Self Service PIN to any other person, you agree that you will instruct them to keep them strictly confidential. Any person having access to your Access Device will be able to access the Services and perform all transactions including reviewing account information and making transfers to other accounts and to other persons. All transactions

initiated by those with whom you shared information will be considered authorized by you, regardless of whether you intended those transactions to be made. Texans Credit Union staff members will never ask for your Password or Texans Self Service PIN by phone, mail or e-mail.

Important notice on biometrics: When you enable biometric access, every person with a recognized fingerprint may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Use of biometrics may expand the number of persons who have access to your account regardless of the signers listed on your account agreement with us.

With Texans mobile application you may also view the current and available balances on your deposit and loan accounts. The masked account number and above mentioned balances will display after you swipe your finger in the area outside the Texans mobile application login screen. To obtain the Snap Shot feature, you must first enable the feature in the Texans mobile banking application.

IMPORTANT NOTE: When the Snap Shot feature is active (on) anyone who has access to your Access Device can view the balances displayed in the Snap Shot feature. You always have the ability to turn off Snap Shot. You are responsible for securing your Access Device and Texans is not responsible in the event your account information is shared with unauthorized individuals.

IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY INDIVIDUAL(S) WITH ACCESS TO YOUR DEVICE(S) AND SERVICE(S) HAVE APPROPRIATE PERMISSION AND AUTHORITY TO CONDUCT FINANCIAL TRANSACTIONS ON YOUR ACCOUNT(S). TEXANS HAS NO RESPONSIBILITY TO VERIFY THE AUTHORIZATION OF EACH ACCESS DEVICE USER AND IT IS ASSUMED THAT EACH HAS AUTHORITY TO CHECK BALANCES AND/OR CONDUCT TRANSACTIONS ON YOUR ACCOUNTS. FURTHER, IT IS YOUR RESPONSIBILITY TO ENSURE THAT NO UNAUTHORIZED MODIFICATIONS TO YOUR ACCESS DEVICE SOFTWARE OCCUR, AS THESE MODIFICATIONS CAN CAUSE SECURITY VULNERABILITIES.

XIX. ADDRESS CHANGES

It is your sole responsibility to ensure that the contact information in the Services is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by visiting a branch or by contacting Texans at 972-348-2000 or 800-843-5295.

XIV. EMAIL ADDRESS

You agree to provide us with a current email address to receive email notifications and disclosures from Texans. You must immediately notify Texans of any changes or updates to your email address or if it becomes inoperative or inactive. You agree to immediately identify another email address to be used for the Services. You also agree that Texans is under no obligation to re-transmit any notifications to you that were returned "undeliverable" or otherwise rejected for delivery. Email will be the only notice you will receive advising you that electronic records have been posted to your account.

XX. INACTIVITY

If you do not sign in to the Services or have not scheduled bill payments through the Services for 180 days or more, we may cancel your Services without further notice.

XXI. OUR BUSINESS DAYS

Our business days are Monday through Friday 9:00 AM to 5:00 PM. Holidays observed by Texans Credit Union are not included.

XXII. ADDITIONAL TERMS, CONDITIONS, AND DISCLOSURES

1. If you add an additional Service, you agree that the Terms, Conditions, and Disclosures of this Agreement will apply to any such added Service.
2. You agree to be bound by and comply with these Terms, Conditions and Disclosures and applicable state and federal laws and regulations.
3. We reserve the right to terminate your use of the Services, in whole or in part, at any time without prior notice.
4. If you wish to cancel your subscription to the Services, you must notify us of cancellation. You will be responsible for all payments you have requested prior to cancellation and for all other related charges, fees, and taxes incurred.
5. You are responsible for cancelling all outstanding payment orders before you cancel the Services. We will not be liable for payments not canceled, or made.
6. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

XXIII. CREDIT CONNECTION BY SAVVYMONEY™

In addition to the above content, if you decide to use Credit Connection (“SavvyMoney”), you acknowledge and agree to the following terms and conditions of service. You will also be required to separately acknowledge and agree to the terms and conditions for SavvyMoney.

A. Privacy Policy. Any information that you provide in registering with SavvyMoney or that you provide or transmit through the use of the Credit Connection are governed by Savvy Money's Privacy and Security Policy.

B. Your Use of the Program. Credit Connection is intended only to assist you in your financial organization and decision-making and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through Credit Connection may not be appropriate for your situation. You acknowledge and agree that the Credit Union, including its employees, agents and any third-party providers providing services through the Services, are not financial planners, investment advisors, or tax advisors and that services that you may receive through the Service does not constitute any financial, investment or tax advice. You should seek the advice from the appropriate professionals regarding any financial decisions or transactions arising from your use of the Service hereunder.

C. Obtaining Your Credit Report. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAVVYMONEY ACCESSES AND RETRIEVES CREDIT REPORTS FROM ONE OR MORE CREDIT REPORTING AGENCIES, SAVVYMONEY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF TEXANS CREDIT UNION OR ANOTHER THIRD PARTY.

D. Links to Third-Party Sites. Credit Connection may contain hyperlinks or other references to third party websites, including the websites of Financial Institutions (“Third Party Sites”). You may be subject to different terms and conditions that apply when you use Third Party Sites. You agree that you are responsible for reviewing and understanding any terms and conditions governing any Third-Party Site and products or services provided within such Third-Party Sites, and that Texans Credit Union has no responsibility or liability for your access and use of Third-Party Sites.

XXV. INDEMNIFICATION

You agree to indemnify and hold Texans, its officers, employees, affiliates, agents and representatives harmless against any and all claims, actions, damages, liabilities, costs, fines, judgments and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services. You understand and agree that this paragraph shall survive the termination of this Agreement.

You agree to indemnify and hold harmless our third party providers, their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Texans or the member's use of the Services or third party applications, including infringement claims, unless such claim directly results from an action or omission made by third party providers in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

XXVI. DISCLAIMER OF WARRANTIES

YOU AGREE THAT 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, ALONG WITH OUR SOFTWARE SUPPLIERS AND INFORMATION PROVIDERS 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 SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

XXVII. LIMITATION OF LIABILITY.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, ATTORNEY'S FEES OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED IN ANY MANNER WHATSOEVER TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, OR UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

XXVIII. WAIVER

No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of Texans, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

XXIX. SEVERABILITY

If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion shall be construed as narrowly as possible in order to give effect to as much of the agreement as possible.

XXX. VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas to the extent not pre-empted by applicable federal law. Venue for any action shall lie in Dallas County, Texas.