

**ONLINE BANKING MASTER TERMS AND CONDITIONS,  
ACCOUNT TRANSFER AGREEMENT, AND TEXT BANKING AGREEMENT**

Credit Union of Texas (Credit Union, CUTX, We, Us, or Our regardless of case) and the Credit Union of Texas member (Member, You, or Your regardless of case or plurality) who accepts these Online Banking Master Terms and Conditions, Account Transfer Agreement, and Text Banking Agreement (inclusively Agreement) by registering for the Online Banking Service (OLB Service) and by selecting the "I Accept" checkbox, agree to this Agreement in its entirety:

**ONLINE BANKING MASTER TERMS AND CONDITIONS**

**1. ACCOUNT OWNERSHIP.**

Any person with ownership rights to an account (Account), including, but not limited to, you or any joint owner, may register and use any or all features of the OLB Service. A transaction initiated by any owner of the Account, or authorized by any owner of the Account, using the OLB Service is considered an authorized transaction, and except as provided in this Agreement, CUTX shall not be liable to you for such transactions. All persons with ownership rights to an Account are responsible for access to, and use of, the OLB Service. You understand and agree that if you authorize someone (authorized user) to use the OLB Service; you are fully responsible for all transactions made by such authorized user.

You agree it is your sole responsibility to keep your contact information current within the OLB Service, including but not limited to, your name, address, phone number, and e-mail address. You may update your contact information by selecting "Update Contact Info" from within the "Services" menu option. You may update your security settings by selecting "Security Profile" from within the "Settings" menu option.

**2. AGREEMENT TO USE ONLINE BANKING AND ANCILLARY SERVICES.**

By agreeing to the OLB Master Terms and Conditions of the OLB Service, and any ancillary services offered through the OLB Service, to include, but not limited to, the RDC Service and Bill Pay Service, you are electronically signing this Agreement and any of its features, products, and services. You understand and agree that any electronic signature you provide through the OLB Service, and any of its ancillary services, is valid and enforceable as your legal signature. You acknowledge that the electronic signature will legally bind you to the terms and conditions contained within this Agreement just as if you had physically signed the same documents with a pen.

**3. E-SIGN ACT DISCLOSURE AND CONSENT.**

This disclosure (pursuant the Electronic Signatures in Global and National Commerce Act ("E-Sign Act")) documents your consent to electronically receive statements, notices, and disclosures ("communications") that are relative to your account(s). The disclosure also describes your rights relative to electronically receiving documents as well as consequences of withdrawing your consent. Please read this disclosure and authorization carefully and download, save and/or print a copy for your files.

**CONSENT TO RECEIVE STATEMENTS, NOTICES, AND DISCLOSURES ELECTRONICALLY**

When you use a product or service to which this disclosure applies, you agree that Credit Union of Texas ("We") may provide you with any communications in electronic format and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

1. Online banking service, bill pay service, mobile banking service, and remote deposit capture service.
2. Periodic account statements, notices (e.g. renewal, change in terms and other notices) and disclosures regarding your account(s).
3. Disclosures or notices pursuant to: Electronic Funds Transfer Act and Regulation E, Truth in Savings, Funds Availability Act and Regulation CC, Equal Credit Opportunity Act and Regulation B, Real Estate Settlement Procedures Act, Truth in Lending Act and Regulation Z, Internal Revenue Code, and any other applicable federal, state or local law, or regulation or any agreement with you.
4. Privacy policies and notices.

## **METHOD OF PROVIDING COMMUNICATIONS TO YOU IN ELECTRONIC FORM**

All communications that we provide to you in electronic form will be provided either (1) via email, or (2) by access to a website that we will designate in an email notice we send to you at the time the information is available.

## **HARDWARE AND SOFTWARE REQUIREMENTS**

In order to access, view, and retain electronic communications that we make available to you, you must have:

1. A personal computer.
2. An email account with an Internet service provider and email software in order to participate in our electronic communications programs.
3. An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of Microsoft® Internet Explorer version 6.0 (available for downloading at <http://www.microsoft.com/windows/ie/downloads/default.asp>) and your system or device must have 128-bit SSL encryption software.
4. Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader®, version 8.0 or above. Download at <http://www.adobe.com/products/acrobat/readstep2.html>.
5. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
6. A printer (for printed copies) or a working hard drive or other storage device (to store electronic copies).

These technical requirements are subject to change. If they change, you will be provided with an updated version of this agreement and asked to provide us with your consent in a manner that reasonably demonstrates your ability to receive notices and disclosures under the new technical requirements.

## **REQUESTING PAPER COPIES**

We will not send you a paper copy of any communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within sixty (60) days after we first provided the electronic communication to you. To request a paper copy a fee of \$3.00 per periodic statement may be charged to your account (s), please submit your request to as set out below.

## **COMMUNICATIONS IN WRITING**

All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this disclosure and any other communication that is important to you.

## **INFORMING US OF YOUR CURRENT EMAIL ADDRESS**

You are responsible for providing us with a working individual email address to which we can send required information and for ensuring that it is kept current in our files. Please inform us each time you change your email address by contacting us as set out below.

## **WITHDRAWING YOUR CONSENT**

If, after you have consented to receive the communication electronically, you decide that you wish to receive the communication in paper format only, you may withdraw your previously provided consent by contacting us as set out below. You should cancel the communication prior to the last day of the month or quarter to receive a paper periodic statement.

## **HOW TO CONTACT CREDIT UNION OF TEXAS**

In each instance, you may contact us by written request at P.O. Box 515719 Dallas, TX 75251, by email at [Help@cutx.org](mailto:Help@cutx.org) or by phone at 972.263.9497 or 800.314.3828.

## **CONSENT**

By agreeing to the terms and conditions as described herein, you electronically consent to receive disclosures and notices and to the terms and conditions as described above. By providing your consent electronically, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the joint-owners of your account(s).

#### **4. ONLINE BANKING ELIGIBILITY AND STATEMENT OF APPLICATION.**

The OLB Service, and any of its ancillary services, is for consumer use only. To register for the OLB Service, you must be a current, active CUTX member, and your Account must not be dormant, closed, or otherwise restricted. By entering into this Agreement as evidenced by your registration and use of the OLB Service and one or all of its features, you understand and agree it is your sole responsibility to properly maintain your Accounts, observe and comply with all account agreements and disclosures that govern your Accounts, and pay all fees associated with your Accounts.

All transactions initiated through the OLB Service are subject to the terms set forth herein and within the specific CUTX deposit and loan account agreements and disclosures, including, but not limited to, the current fee schedule. You may refer to the “Fees and Charges” section within this Agreement for further details with respect to your use of the OLB Service and fees. The OLB Service is a domestic service only. You understand and agree that when you use the OLB Service, even if you schedule a payment or transfer from abroad, CUTX will follow the laws set forth by the United States. CUTX does not allow the use of the OLB Service to make federal, state, and local tax payments.

#### **5. BUSINESS HOURS; CONTACT US.**

CUTX defines a Business Day as Monday through Friday from 9:00 A.M. CT to 6:00 P.M. CT. You may contact CUTX by calling Member Services at 800.314.3828. Member Services is available Monday through Friday from 9:00 A.M. CT to 6:00 P.M. CT and Saturday from 10:00 A.M. CT to 2:00 P.M. CT. CUTX is closed on all federal holidays and the day after Thanksgiving. However, the day after Thanksgiving is a processing day for items that clear through the Automated Clearing House (ACH) Network or the Check 21 Network. To email us, please send us a secure message by selecting the “Messages” menu option from within the OLB Service. For correspondence, please send mail to Credit Union of Texas; PO Box 517028; Dallas TX 75251-7028. Telephoning us is the best way to notify us of an unauthorized electronic transaction.

#### **6. ACCESS.**

You must be enrolled in online banking with CUTX to use the OLB Service. Access to the OLB Service will be by means of your online banking Login Identification (Login ID) and password (Password). The CUTX Electronic Fund Transfers (EFT) Disclosure, [cutx.org/Uploads/forms/CUTXAccountAgreement.pdf](http://cutx.org/Uploads/forms/CUTXAccountAgreement.pdf), as stated in the CUTX Account Agreement, governs your use of the OLB Service and your Login ID and Password, and is incorporated herein by this reference as if set forth in full. By accessing the OLB Service, 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 OLB Service by any and all joint owners on any of your Accounts or by an authorized user to act on your behalf to use the OLB Service, whether or not you actually or expressly authorized such joint owner or authorized user to access and use the OLB Service.

You understand that when you give someone your Password, you are authorizing that person to use the OLB Service on your Account(s), and you are responsible for all transactions that person performs using the OLB Service. All transactions performed by that person are authorized transactions—even those transactions you did not intend or want performed, including fraudulent transactions. If there is a joint owner on any of the Account(s), you warrant that the joint owner has consented to your use of the OLB Service. We will end your use of the OLB Service if any joint owner notifies us that (i) he/she never consented to your use of the OLB Service; (ii) the OLB Service can no longer be operated on your instructions alone; or (iii) he/she is withdrawing consent for you to use the OLB Service from the Account.

#### **7. SERVICE SUSPENSION AND REINSTATEMENT.**

In the event that we at any time incur a problem with your use of the OLB Service, including your use of any ancillary services offered through the OLB Service, or if there are activities on your Account that we deem adverse, we reserve the right to immediately restrict your use of the OLB Service, and any of its ancillary services, without prior notice to you. Such problems or adverse activities include, but are not limited to, our knowledge of these events:

1. Different mailing address from that listed on the Account or mail is returned as undeliverable.
2. Undeliverable email address or unverifiable email address.
3. Disconnected phone number or we are unable to reach you at the phone number(s) listed on the Account.
4. Overdrawn Checking and/or Savings Account(s).
5. Unusual transaction patterns based upon account and deposit history.
6. The inability of the OLB Service to successfully debit from any of your Accounts.

7. The inability of the OLB Service to successfully collect from any of your Accounts.
8. Negative Account activity such as Insufficient Funds (NSF).
9. Your failure to comply with this Agreement.

You understand and agree that such action is reasonable for CUTX to take in order to protect us from loss. In the event of service suspension, you may request reinstatement of your use of the OLB Service by contacting us. CUTX reserves the right, in our sole and absolute discretion, to grant or deny reinstatement of your use of the OLB Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your use of the OLB Service subject to lower per transaction and monthly dollar limits and/or with other restrictions on the OLB Service than may otherwise be available to you. Based upon your subsequent use of the OLB Service, CUTX in our sole and absolute discretion, may thereafter restore your full ability to use the OLB Service, subject to such changed limits or other changed terms as may then be in effect.

## **8. ERRORS AND QUESTIONS.**

Notify us AT ONCE if you believe your Password has been lost, stolen, or used without your permission or if your statement or Account show any unauthorized transaction activity. Telephoning us is the best way of limiting your potential losses. You may contact CUTX during Business Hours listed within this Agreement by calling Member Services at 800.314.3828. If you do not notify us within sixty (60) days after the statement was mailed to you or made available to you through eStatements, on which the error occurred, you could lose all the money in your Account(s), including any overdraft line-of-credit. The EFT Disclosure governs your use of the OLB Service, and is incorporated herein by this reference as if set forth in full. You understand and agree that CUTX has no obligation to monitor transactions through the OLB Service to determine that such transactions are made on your behalf or on behalf of any joint owner or authorized user. To review our EFT Disclosure, you may visit [cutx.org/Uploads/forms/CUTXAccountAgreement.pdf](http://cutx.org/Uploads/forms/CUTXAccountAgreement.pdf).

## **9. CONFIDENTIALITY.**

To review our Privacy Policy, you may visit [https://cutx.org/downloads/CUofTX\\_Privacy\\_Policy.pdf](https://cutx.org/downloads/CUofTX_Privacy_Policy.pdf). We will disclose information to third parties about your Account or the transaction you may attempt:

1. As necessary to complete the transaction;
2. To verify the existence of sufficient funds to cover any specific transaction upon the request of a third party;
3. To comply with government agency or court orders; or
4. If you give us your written permission.

## **10. PROTECTING YOUR ONLINE INFORMATION.**

CUTX is committed to protecting the confidentiality of your personal financial information while collecting information online to better serve you. Because of the unique nature of the Internet, it's helpful to review the best practices within this Agreement. Items 12 through 16 represent such best practices and explain how CUTX may collect, use, and protect your personal information with your use of the OLB Service.

## **11. WE DELIVER SERVICES YOU REQUEST.**

When you visit the CUTX website, we may collect navigational information, such as pages visited and average time spent on a particular page, as well as technical information regarding your computer's browser, IP address, or software necessary to view our site. We also collect personal information you've provided to us on applications, forms, and e-mails. Together, the information collected is used to deliver services you request. CUTX and its advertising management and analytics partners may use cookies, beacons, pixels/gif files, JavaScript, and other technologies to understand the effectiveness of our advertising and marketing (on both cutx.org and select third-party sites), to develop content and offers for our members, and to personalize your experience. These tracking tools are either anonymous or encrypted, and do not contain your name, account number, address, telephone number, or e-mail address.

## **12. WE DEVELOP PERTINENT CONTENT AND SPECIALIZED OFFERS FOR YOU.**

CUTX and our online advertising management partners may collect information about our members to measure the effectiveness of our advertising and marketing and to develop appropriate content and offers for members. Whatever information we collect and share is anonymous and not personally identifiable. It does not contain your name, account number, address, telephone number, or e-mail address.

### **13. WHAT ARE COOKIES?**

A cookie is a file that a Web server stores on your computer's hard drive and retrieves later to identify you and may prepare customized Web pages. Cookies protect your accounts by preventing unauthorized users from accessing your CUTX information while not allowing our website access to your computer's files or any information stored on your computer. Web browsers provide you with the ability to restrict or completely reject cookies.

### **14. HOW WE PROTECT YOUR INFORMATION.**

When you send personal information to CUTX online, we use several layers of security to verify your identity and protect your Accounts from unauthorized use or interception by third parties. Although no information system can be completely secure, we use firewalls, passcodes, and other features to help keep your information safe and secure. CUTX also prohibits unlawful disclosure, and limits access to, Social Security Numbers.

### **15. LINKS TO OTHER WEBSITES.**

When you visit the CUTX website, we may provide links to non-affiliated companies. If you choose to link to such sites, you may be notified that you are leaving our site. CUTX cannot and does not guarantee the privacy and security of the site you are entering. We strongly urge you review the online privacy policies of these non-affiliated sites before sharing your information.

### **16. PROTECTING YOUR FAMILY.**

CUTX respects the online privacy of your children and follows the guidelines of the federal Children's Online Privacy Protection Act (COPPA). Our website does not knowingly collect, maintain, or use personally identifiable information from children under age 13. We are not responsible for the data collection and use practices of non-affiliated third parties that are linked from our website, and we do not represent by providing any link whether they adhere to COPPA.

### **17. FEES AND CHARGES.**

Most of the features and transactions initiated through the OLB Service are free of charge to you. To review our Fee Schedule, you may visit [https://cutx.org/Uploads/forms/Fee\\_Schedule.pdf](https://cutx.org/Uploads/forms/Fee_Schedule.pdf). CUTX may from time to time impose additional fees and charges in connection with the OLB Service. If you choose to proceed with the OLB Service, you authorize CUTX to debit your Designated Account for any fees that may be associated with your use of the OLB Service, including, but not limited to, a returned items fee for NSF/Uncollected Funds. You, not CUTX, shall be responsible for all fees assessed by any third-party service provider with your use of the OLB Service, including any ancillary service.

### **18. EQUIPMENT AND INTERNET.**

In order to use the OLB Service, you will need access to a personal computer or mobile device and the Internet. You are responsible for the installation, maintenance, and operation of any software or hardware that is required to use the personal computer or mobile device. All costs to access the OLB Service are your sole responsibility. Further, CUTX is not responsible for errors or failures involving any telephone or cable service, Internet Service, or software/hardware. You understand and agree that CUTX can change our support of any browser, at any time, without prior notice to you. You further understand and agree that it is your sole responsibility to keep any browser you use to access the OLB Service, and any of its ancillary services, up-to-date.

### **19. SECURITY PROCEDURE.**

CUTX will use commercially reasonable security technology that will encrypt data transmitted from you upon your secure log in to the OLB Service. You understand and agree that the purpose of the Security Procedure within this Agreement is for verification of data authenticity and will not be used to detect an error in the transmission or the content of a transaction you conduct through the OLB Service, or any of its ancillary services. Further, no Security Procedure for the detection of such errors has been agreed upon between CUTX and you. By using the OLB Service, you agree that our Security Procedure is commercially reasonable.

You understand and agree that you are strictly responsible for establishing and maintaining appropriate security to safeguard against the transmission of an unauthorized or inaccurate transaction by you, from your computer or mobile device, or on your behalf. Further, you understand and agree that you are solely responsible for ensuring that your passwords and any other security measures you implement are kept confidential.

You warrant that no individual will be allowed to initiate a transaction on your behalf without proper supervision and safeguards. You understand and agree that you are solely responsible for ensuring that your personal computer(s) and/or mobile device, or any personal computer or mobile device of any joint owner or authorized user, is adequately protected by anti-virus, anti-malware, and anti-spyware software and the latest version of software and browser. Further, you understand and agree that you are solely responsible for being up-to-date on the risks of downloading data received by way of email, pop-up messaging, and/or the Internet.

## **20. LOGIN IDENTIFICATION AND PASSWORD.**

CUTX and any person acting on behalf of CUTX will never request that you, any joint owner, or authorized user, disclose any Password used to access the OLB Service. You understand and agree that it is your sole responsibility that you, any joint owner, or authorized user keep confidential at all times the Password used to access the OLB Service so that no other user knows the other user's Login ID and Password. When you register for the OLB Service, you understand and agree that you assign your Login ID and Password and as the primary user, are responsible for setting up any joint owner or authorized user. You further understand and agree that you are eligible for a Login ID only if you have an existing account with CUTX that meets the requirements listed herein. You acknowledge that your Password to the OLB Service, including the Password of any joint owner or authorized user, expires periodically and may not be reused until the 11<sup>th</sup> Password change. Your Password should not be associated with any commonly known personal identification, such as social security number, address, date of birth, names of children. Your Password should be memorized rather than written. By establishing a Login ID and Password, you and each joint owner or authorized user agree to these best practices:

1. Never disclose your Login ID and Password, or otherwise make it available, to anyone, including any joint owner or authorized user on the account.
2. Never disclose your Password to CUTX or anyone claiming to be acting on our behalf.
3. Immediately contact Member Services at 800.314.3828 to report any loss or theft of your Login ID or Password.
4. Regularly change your Password and use special characters to make it more secure.

For security purposes, your Password must meet these complex requirements:

1. At least 8-16 characters
2. At least one uppercase alphabetic character (A-Z)
3. At least one lowercase alphabetic character (a-z)
4. At least one number (0-9)
5. At least one special character (. ~!@#\$\$%^&\*()\_+=)

You understand and agree that CUTX is entitled to rely on your use of your Login ID and Password, and the use of each joint owner or authorized user of his/her Login ID and Password, as authorization for any transaction through the OLB Service. You, any joint owner, or authorized user are responsible for all transactions initiated through the OLB Service. If you permit any other person to use your Login ID or Password to the OLB Service, you will have authorized that person to access your Account and you are responsible for any and all transactions initiated by that person from your Account. If you suspect unauthorized use of your Login ID and Password, you should immediately change your log in credentials through the OLB Service by selecting "Security Preferences" from within the "Settings" menu option within the OLB Service.

## **21. OUR LIABILITY.**

CUTX will use commercially reasonable efforts to post your transactions properly to the Account indicated when you use the OLB Service correctly and comply with this Agreement and all other requirements as set forth by CUTX. However, CUTX shall incur no liability if we are unable to complete a transaction by you through the OLB Service because of any one or more of these circumstances:

1. Your error that impacts the transaction for any reason.
2. Your failure to comply with this Agreement and all other requirements as set forth by CUTX.
3. Your failure, any joint owner, or authorized user to provide complete and/or correct information.
4. Issues such as insufficient funds and the like that prevent and/or delay CUTX from processing your transaction.
5. Circumstances beyond our control (e.g., fire, flood or interference from outside sources, failure of electronic systems) that prevent the processing of the transaction despite commercially reasonable precautions on our part.



You understand and agree that we must rely on the information provided by you, any joint owner, or authorized user and you authorize CUTX to act on any instruction to submit a transaction request which has been, or reasonably appears to have been, sent or authorized by you, any joint owner, or authorized user. We are not obliged to take any further steps to confirm or authenticate such instructions and will act upon such instructions without further confirmation.

You agree that we shall be liable to you only for our negligent performance or non-performance of services (unless our non-performance is caused by the circumstances listed above) provided in this Agreement, and that our responsibility shall be limited to the exercise of ordinary care. If we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an amount less than the amount in your instructions, our liability shall be limited to the interest on the amount that we failed to timely transfer, calculated from the date on which the transfer was to be made until the day it was actually made or the day you canceled the instructions. We will pay any interest to you and such payment shall discharge us from liability to the other party.

If we make a transfer in an amount that exceeds your instructions, our liability will be limited to a refund of the amount transferred, plus interest from the day of the transfer to the day of payment, but not more than 60 days' interest. In limited circumstances, CUTX may, at our option, attempt to cancel or amend a transaction at your request, but we may not be able to cancel or amend an electronic transaction because of the ACH posting rules, if the electronic transaction is in process, funds availability, or the actions or inactions of another financial institution which may be involved in the transaction. You agree that we shall have no liability to you or any third party if a cancellation or amendment is not completed for any reason, and you will indemnify us against any such claims.

## **22. LIMITATION OF LIABILITY; NO WARRANTIES.**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE OLB SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE OLB SERVICE IS AT YOUR SOLE RISK AND THAT THE OLB SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE OLB SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **23. INDEMNITY.**

**You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify, defend, and hold the Credit Union, our affiliates, partners, officers, directors, employees, consultants, service providers, and agents harmless from and against any and all claims (including third-party claims), actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the OLB Service, our reliance on your instructions, information or authorizations under this Agreement, your negligent or intentional action or inaction, the use of the OLB Service by anyone using your Card number, account number, PIN, User ID or Password and/or your breach of this Agreement. The Credit Union and you agree that this paragraph shall survive the termination of this Agreement and your use of the OLB Service. In cases where you have insufficient funds or other issues relating to the External Account that**

**prevent or delay the Credit Union from processing your Account Transfer; you understand and agree to hold the Credit Union harmless, including any fees and/or penalties assessed on the External Account and/or by any third party.**

#### **24. NO WAIVER.**

CUTX shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by an officer of CUTX. No delay or omission on the part of CUTX in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **25. AMENDMENT AND TERMINATION OF AGREEMENT.**

From time to time, CUTX may announce additional features and/or changes that become available through the OLB Service. You understand and agree that CUTX may update, or make changes to, the OLB Service without prior notice to you. The Credit Union may amend this Agreement at any time or terminate the OLB Service to you or all CUTX members at any time for any reason, with or without notice. Amendment of this Agreement or termination of the OLB Service shall not affect your liability or obligations hereunder. Continued use of the OLB Service will constitute acceptance of any new or amended Agreement terms. You understand and agree that our rights and remedies arising out of any breach of your representations and warranties under this Agreement, and our rights to indemnification are continuing and survive the termination of this Agreement.

#### **26. GOVERNING LAW; VENUE.**

This Online Banking Agreement is entered into and will be performed in the State of Texas and all questions or disputes relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the state courts of Dallas or Collin County, Texas or the federal courts of the Northern District of Texas—Dallas division.

#### **27. ATTORNEYS' FEES.**

The prevailing party in any dispute between you and CUTX arising out of the interpretation, application, or enforcement of any provision of this Online Banking Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether or not suit is filed, including, without limitation, those arising out of any arbitration, trial, or appellate proceedings.

#### **28. CONSENT TO CONTACT.**

You agree we may contact you by telephone, including by text messaging, at the telephone number you have provided to us in association with your use of Online Banking, including any of the services provided by Online Banking. This consent includes calls to your cellular / wireless telephone number which could result in charges to you. You agree that any call or text message from CUTX is necessary in order for us to be able to provide you the OLB service(s) you have registered for, and you hereby waive and agree to hold us harmless from any claim of a violation of the Telephone Consumer Protection Act, or any other law, when we make such calls or texts to any phone number you provide to us, including your cellular phone. If you choose to withdraw your consent to receive such calls, you will not be eligible for the OLB services and we will restrict your access to OLB services. You represent and agree that you are and will be the cellular / wireless phone subscriber with respect to each cellular / wireless telephone number provided by you to us. This consent does not include calls or texts made for marketing purposes.

#### **29. OTHER AGREEMENTS**

In addition to the OLB Master Terms and Conditions, you agree to be bound by and comply with such other written requirements and agreements as we may furnish to you in connection with either the OLB Service or products which may be accessed through the OLB Service, including, but not limited to, all account agreements, EFT disclosure, Privacy Policy end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this OLB Master Terms and Conditions and your applicable account agreements with us, every effort will be made to give full effect to both documents, otherwise, the terms of your account agreement will control except as may be otherwise stated herein.



## **ACCOUNT TRANSFER AGREEMENT**

### **1. ACCOUNT TRANSFER STATEMENT OF APPLICATION.**

By accepting the Account Transfer Agreement, you understand and agree that all provisions of this Agreement in its entirety, including the section entitled Online Banking Master Terms and Conditions, governs your use of the OLB Service, the Account Transfer Service, and transactions you conduct through the OLB Service. You understand and agree that CUTX reserves the right to restrict any Account Transfer in our sole and absolute discretion. In order to remain eligible for the OLB Service, you must adhere to the requirements as set forth in this Agreement in its entirety. Account Transfer types include, but are not limited to: Internal Transfers and External Transfers.

### **2. INTERNAL TRANSFERS.**

An Internal Transfer (Transfer Money and Member to Member) allows you to transfer funds between accounts held with CUTX. When you select the "Transfer Money" option, you are choosing to transfer money between accounts you hold with CUTX. When you select the "Member to Member" option, you are choosing to transfer money to another CUTX member's account. You agree that your Internal Transfer instructions represent authorization for CUTX to complete each Internal Transfer you schedule. You represent and warrant that you have sufficient funds to cover each Internal Transfer you schedule. You further understand and agree that if your Internal Transfer contains inaccurate, incorrect, or incomplete information, or if there is any error in the Internal Transfer instructions, CUTX is not liable to you for any losses you incur as a result of such erroneous instructions. In the event CUTX determines you have scheduled an unauthorized Internal Transfer, you understand and agree that CUTX reserves the right to indefinitely suspend your use of the OLB Service, and any ancillary services offered through the OLB Service, at our sole and absolute discretion, without notice to you.

#### **Processing Days and Timeframes**

You may schedule an Internal Transfer at any time Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). CUTX processes Internal Transfers each Business Day. If you schedule an Internal Transfer on a non-Business Day or after the Business Day ends, you understand and agree that the funds may not be available until the next Business Day. You further understand and agree that CUTX reserves the right in our sole and absolute discretion to change the Internal Transfer processing days and timeframes without prior notice to you. In the event an Internal Transfer you schedule within the OLB Service rejects, for any reason, you understand and agree that the Internal Transfer will not reinitiate. In the event the rejected Internal Transfer is recurring, you understand and agree that such Internal Transfer will not process until the next scheduled transfer date of the recurring series.

#### **Cancellation**

You understand and agree that when you set up a one-time Internal Transfer that is not future-dated, using the OLB Service, the Internal Transfer occurs immediately and cannot be cancelled or stopped, as such Internal Transfer is considered final. When you set up a recurring or future dated Internal Transfer, using the OLB Service, you may cancel or amend such Internal Transfer as long as you cancel or amend prior to the next scheduled transfer date. You cannot cancel or amend an Internal Transfer that has already processed. You understand and agree that it is your sole responsibility to affect any Internal Transfer you set up through the OLB Service. In the event you set up a recurring Internal Transfer and choose to cancel the entire recurring Internal Transfer instructions, you understand and agree that all future recurring Internal Transfers for the respective series will not process. You may view a "Pending" or "Processed" Internal Transfer you schedule through the "Transfer Money" option by selecting "Activity Center" within the "Transactions" menu option.

### **3. EXTERNAL TRANSFERS.**

An External Transfer (Transfer Money to External Account and Person to Person) allows you to transfer funds between an Account you hold with CUTX and an account held with another financial institution ("External Account"). When you select the "Transfer Money" option, you are choosing to transfer money from, or to, an External Account you hold with another financial institution. When you select the "Person to Person" option, you are choosing to transfer money to a friend or

family member (Receiver) who holds an External Account with another financial institution. You understand and agree your External Transfer instructions represent authorization for CUTX to complete each External Transfer you schedule.

You represent and warrant that you have sufficient funds to cover each External Transfer you schedule. Further, you understand and agree that if your External Transfer contains inaccurate, incorrect, or incomplete information, or if there is any error in the External Transfer instructions, CUTX is not liable to you for any losses you incur as a result of such erroneous instructions. In the event CUTX determines you have scheduled an unauthorized External Transfer, you understand and agree that CUTX reserves the right to indefinitely suspend your use of the OLB Service, and any ancillary services offered through the OLB Service, at our sole and absolute discretion, without notice to you.

An External Transfer you schedule through the "Transfer Money" option processes through the Automated Clearing House (ACH) Network. An External Transfer you schedule through the "Person to Person" option processes through the MasterCard® Network on the member side and through a card network or ACH Network on the Receiver side based upon whether the Receiver enters his/her card details (card network) or routing instructions (ACH Network).

CUTX will follow the National Automated Clearing House Association (NACHA) Operating Rules and Guidelines with respect to funds availability for those transactions that process through the ACH Network and when the credit posts to your CUTX Account. You understand that when CUTX is acting as the Receiving Depository Financial Institution (RDFI), the receiving ACH credit entry will be transferred into your CUTX Account not later than the next business day following the date the ACH credit entry posts to your CUTX Account (settlement date). CUTX will follow the MasterCard® bylaws with respect to your CUTX-issued card. You understand and agree that CUTX shall not be liable for the practices and business rules followed by the external financial institution. CUTX reserves the right to stop any External Transfer if we deem necessary to prevent us from taking a loss, in our sole and absolute discretion, without liability to you or any third party.

#### **Processing Days and Timeframes**

You may schedule an External Transfer Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). CUTX processes External Transfers each Business Day. The cut-off time (Cut-off) is 3:00 P.M. CT on a Business Day. Each External Transfer you schedule by the Cut-off time on any given Business Day will be processed on the same Business Day, based upon the date the electronic entry is due to post (Effective Entry Date). An External Transfer will not process on a non-Business Day. When an External Transfer you schedule falls on a non-Business Day (any federal holiday, Saturday or Sunday), CUTX will process such External Transfer on the next Business Day. You understand and agree that CUTX reserves the right in our sole and absolute discretion to change the processing Cut-off time without prior notice to you. You further understand and agree that if an External Transfer you set up within the OLB Service rejects, for any reason, the External Transfer will not reinitiate. In the event that an External Transfer rejects and the respective External Transfer is recurring, such External Transfer will attempt to process on the next scheduled transfer date of the recurring series.

#### **Cancellation**

When you schedule an External Transfer using the "Transfer Money" option, you can only cancel such transfer when in "Pending" status. Thus, when an External Transfer you schedule using the "Transfer Money" option shows a status of "Processed", you understand and agree that you cannot cancel such transfer because it has processed. You further understand and agree that you must cancel an External Transfer you schedule through the "Transfer Money" option by the Cut-off time no later than the date such transfer is set to process. In the event you cancel an External Transfer that is recurring, you understand and agree that all future External Transfers for the respective series will not process. You may view a "Pending" or "Processed" External Transfer you schedule through the "Transfer Money" option by selecting "Activity Center" within the "Transactions" menu option.

You understand and agree that an External Transfer you schedule through the "Person to Person" menu option will immediately debit the amount from your CUTX Account as you are required to use your CUTX-issued card. Thus, you understand and agree that the transaction is real-time and cannot be canceled. In the event that the Receiver fails to enter their card details or routing instructions, you understand and agree that your CUTX Account will be credited 10 calendar days after the date you initially scheduled the External Transfer. For this reason, we

recommend that you have full intentions of sending the External Transfer to the Receiver before you schedule the External Transfer using the "Person to Person" menu option.

#### **4. ACCOUNT TRANSFER ELIGIBILITY AND LIMITS.**

CUTX reserves the right to change from time to time the allowable parameters of any type of Account Transfer you are permitted to make using the OLB Service. We may from time to time, for security and risk management reasons, modify the limits, frequency, and dollar amount of any Account Transfer, regardless of type, you can make using the OLB Service, including, but not limited to, restriction of use of the OLB Service and any ancillary services offered through the OLB Service.

You understand and agree that you may not have access to use Account Transfer. Your daily, monthly, and transaction limits will be set based on system controls. For information on these limits, please contact Member Services at 800.314.3828. You understand and agree that you may not make an Account Transfer in excess of your daily, monthly, and transaction limits or exceed the number of electronic transfers as allowed by Federal Reserve Board Regulation D governing savings and money market accounts. You may view your Account Transfer limits by selecting "Add Secondary User" within the "Services" menu option. To use the OLB Service, and any of its ancillary services, you must adhere to these requirements:

- A. Have a qualifying CUTX Account in good standing as determined by CUTX in our sole and absolute discretion.
- B. Have sufficient funds in your CUTX Account and External Account (when using External Money Transfer).
- C. Register for use of the OLB Service and accept this Agreement.
- D. Maintain and keep on file with CUTX a valid email address, phone number, and mailing address.
- E. Comply with this Agreement and all other requirements as set forth by CUTX.

#### **5. EXTERNAL TRANSFER AUTHORIZATION.**

You agree to be bound by the NACHA Operating Rules and Guidelines, MasterCard® Bylaws, the Office of Foreign Assets Control regulatory requirements, and all other applicable laws, as they may be amended, when using the Account Transfer Service. CUTX reserves the right to verify an External Account you add with your use of the OLB Service, including but not limited to, trial deposits and proof of account ownership. You understand and agree that CUTX may restrict any External Transfer at our sole and absolute discretion. Your failure to provide proof of account ownership may result in an indefinite suspension of your use of Account Transfer and the OLB Service in its entirety, including, but not limited to, and any ancillary services offered through the OLB Service.

CUTX will make all reasonable efforts to process your External Transfer in a timely manner. In the event that a debit entry to any of your Accounts, or any portion of any such debit entry, has failed and the credit side of such External Transfer has been released and cannot be collected, we reserve the right and you hereby authorize us to debit any of your Accounts held with CUTX to satisfy any such deficiency, including an ACH returned item fee. We may not notify you of such event other than by posting such debit entry(s) to the applicable Account in accordance with this Agreement.

In the event any of your Accounts are insufficient in satisfying the debit entry, in whole or in part, you understand and agree that CUTX reserves the right to collect on such debit entry as permitted by law. Further, you understand and agree not to impersonate any person, make an unauthorized External Transfer, or use a name that you are not authorized to use. If any information you provide is untrue, incorrect, incomplete, or inaccurate, CUTX reserves the right to recover from you any costs or losses incurred by us as a direct or indirect result of such information, in addition to any other remedies we may have.

#### **6. NAME AND ACCOUNT NUMBER INCONSISTENCY.**

You understand and agree that the NACHA Operating Rules and Guidelines permit the posting of an ACH entry based solely on account number. Thus, an External Transfer made by way of ACH credit or debit entry may be posted to the account number provided, even if the name and account number of such entry do not match. You further understand and agree that when you, any joint owner, authorized user, or Receiver enter account instructions, it is the sole responsibility of each to ensure the respective account instructions are entered correctly. You understand and agree that your obligation to pay the External Transfer shall not be excused in the event of such inconsistency between names and account number. In the event an error is made in entering the account instructions, you understand and agree to hold CUTX harmless from any fee or loss you may incur, including any fees and penalties assessed on the External Account.

## TEXT BANKING AGREEMENT

### 1. TEXT BANKING STATEMENT OF APPLICATION.

By accepting the Text Banking Agreement, you understand and agree that all provisions of this Agreement in its entirety, including the section entitled Online Banking Master Terms and Conditions, governs your use of the OLB Service, the Text Banking Service, and transactions you conduct through the OLB Service.

### 2. ABOUT THE TEXT BANKING SERVICE.

By entering your mobile phone number, you are subscribing to the Text Banking Service on your own CUTX account. Further, your use of Text Banking confirms that you are the account owner corresponding to the mobile phone number or you have received the account owner's permission to use the message and data plan of the mobile phone number. You further understand that your mobile carrier may or may not support the use of the Text Banking Service offered by CUTX. CUTX has no control over your mobile carrier's support of the Text Banking Service.

### 3. FEES AND CHARGES.

CUTX does not assess a fee for use of the Text Banking Service. You may incur message and data fees or other charges from your mobile carrier or internet service provider due to your use of the Text Banking Service, and those charges are solely your responsibility.

### 4. SUPPORTED CARRIERS.

CUTX Text Banking is currently supported by Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Immix Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, Nextel Communications, nTelos, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless networks. These networks may change from time to time. It is your responsibility to determine whether any new mobile network you may use supports CUTX Text Banking.

### 5. OPT OUT OF TEXT BANKING SERVICE.

You will remain subscribed to the Text Banking Service until you text STOP to **226563** (CUTX Text Banking). Once you text STOP, you receive an unsubscribe message to your mobile phone number confirming the cancellation, but will not receive additional text messages from the Text Banking Service beyond this point after cancellation.

### 6. USE TEXT BANKING SERVICE.

You may use the Text Banking Service by texting the commands in the table below. CUTX text banking number is **226563**.

BAL	Retrieves your CUTX account balance on the registered account.
HIST	Retrieves up to 10 transactions on your registered CUTX account.
XFER	Transfers funds between your CUTX accounts. Please enter dollar and cents with decimal. For example, 100.00.
HELP	Links to CUTX's resource page.
STOP	Deactivates text banking from your mobile device.
LIST	Provides a list of commands for the Text Banking Service.

### 7. RECEIVE HELP WITH TEXT BANKING SERVICE.

You may text HELP to **226563** (CUTX Text Banking). You will have access to Frequently Asked Questions (FAQs). You may also contact Member Services with questions during business hours by calling 972.263.9497 or 800.314.3828.

### 8. CANCELLATION OR CHANGES.

You understand that a transfer you schedule using the Text Banking Service is real-time and therefore cannot be cancelled or changed by you or CUTX. You may contact CUTX during business hours by calling Member Services at 972.263.9497 or 800.314.3828 to inquire about your transfer.