ONLINE AND MOBILE BANKING MASTER TERMS AND CONDITIONS

This is the basic agreement applicable to all products and services offered through Credit Union of Texas' Online Mobile Banking (OLMB). Optional services offered within CUTX Online Mobile Banking may require your agreement to additional terms and conditions.

Please read this Agreement carefully in its entirety before accessing or using these online services. When you click "Accept" to indicate your agreement, and any time you access or use Online Mobile Banking, you are agreeing to be bound by the following terms and conditions. If you do not wish to be bound by these terms and conditions, you may not access or use any online services offered by Credit Union of Texas. We invite you to print or save a copy of this Agreement and retain it for your records. You may request that a copy of this Agreement be mailed to you by e-mailing us at help@cutx.org or calling Member Services at (214) 818-3231 or (800) 627-0006.

Credit Union of Texas ("Credit Union," "CUTX," "We," "Us," or "Our") and the Credit Union of Texas member ("Member", "You", or "Your") who accepts these Online and Mobile Banking Master Terms and Conditions, Account Transfer Terms and Conditions, Deposit Check Terms and Conditions, Card Management Terms and Conditions, and Personal Finance Management Services Terms and Conditions (inclusively: Agreement) by enrolling as a first time user for the Online and Mobile Banking Service ("OLMB Service"), agree to this Agreement in its entirety.

ONLINE AND MOBILE BANKING AGREEMENT
ACCOUNT OWNERSHIP

Only the primary accountholder with ownership rights to a CUTX membership and share accounts ("Account"), may enroll and use any or all features of the OLMB Service. A joint-owner and/or authorized user may be granted access with authorization from the primary accountholder. If the joint-owner and/or authorized user does not have their own CUTX membership, a formal request by the primary accountholder can be made to CUTX to add the joint-owner and/or authorized user. You may submit your formal request by calling Member Services at (214) 818-3231 or (800) 627-0006, visiting a CUTX branch, or e-mailing us at help@cutx.org. You understand and agree that such joint-owner and/or authorized user will not have access to all ancillary services through the OLMB Service. You also understand and agree that if you authorize someone (joint-owner and/or authorized user) to use the OLMB Service; you are fully responsible for all transactions made by such authorized user.

A transaction initiated by any owner of the Account, or authorized by any owner of the Account, using the OLMB Service is considered an authorized transaction, and 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 OLMB Service.

You agree it is your sole responsibility to keep your contact information current within the OLMB Service, including but not limited to, your name, address, phone number, and e-mail address.

AGREEMENT TO USE OLMB SERVICES AND ANCILLARY SERVICES

By agreeing to the OLMB Agreement of the OLMB Service you are also agreeing to the terms of any ancillary services offered currently, or in the future through the OLMB service. You understand and agree that any electronic signature you provide through the OLMB Service, and any of its ancillary services, is valid and enforceable as your legal signature, and will legally bind you to the terms and conditions of these services. To enroll in the OLMB Service, you must have a current, active membership, and your Account must not be dormant, closed, or otherwise restricted.

E-SIGN ACT DISCLOSURE AND CONSENT

This disclosure (pursuant to 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 the consequences of withdrawing your consent. Please read this disclosure and authorization carefully and download, save and/or print a copy for your records. Your right and responsibilities under the E-Sign Act can be found in the CUTX Account Agreement which is available to you online, or can be requested at any branch location, by email at help@cutx.org, by mail at PO Box 7000, Allen, TX 75013,or by calling (214) 818-3231 or (800) 627-0006 during regular

business hours. The most current E-Sign Act Disclosure and E-Consent can be located on the Forms and Disclosures page on the Credit Union of Texas website.

We will provide all electronic communications via the email provided to us, by the account owner, at the time the information is available. All communication in either electronic or paper format from us to you will be considered in writing.

FEES AND CHARGES

There are certain fees and charges for Online Banking as set forth in the Credit Union of Texas Truth-in-Savings Fee Schedule. From time to time, the fees or charges may be changed, and Credit Union of Texas will notify you of any changes as required by applicable law.

BUSINESS HOURS AND CONTACT INFORMATION

CUTX defines a Business Day as Monday through Friday from 9:00 AM CST to 6:00 PM CST. You may contact CUTX by calling Member Services at (214) 818-3231 or (800) 627-0006, visiting a CUTX branch, e-mailing us at help@cutx.org, or contacting us by mail at P.O. Box 7000, Allen, TX 75013. For a list of all branch locations, hours, and holidays, please visit the locations page of the website.

EQUIPMENT AND SOFTWARE REQUIREMENTS

Use of OLMB requires a computer or mobile device and Internet access connected through an Internet or mobile service provider and with a web browser. You are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, "Systems") necessary for you to access and use the OLMB service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. 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. You acknowledge there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. You acknowledge that you are responsible for the data security of the Systems used to access the Online Service, and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet, or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems.

CUTX will use commercially reasonable security technology that will encrypt data transmissions from you upon your secure log in to the OLMB Service. You understand and agree that the purpose of the Security Procedure within this Agreement is used to verify the authenticity of data and not to detect errors in transmission or content of transactions you conduct through the OLMB Service, or any of its ancillary services. Further, there is no agreed upon Security Procedure for detecting such errors between CUTX and you.

SECURITY OF ACCESS CREDENTIALS

To use the OLMB Service, you must be enrolled in CUTX's online banking and access to the service is granted through your online banking username and password. You are responsible for safekeeping your access credentials which include, but are not limited to, login IDs, account numbers, security answers, and security questions. Your access credentials are confidential, and you agree not to disclose or otherwise make them available to anyone not authorized by you to access your Account(s). If you authorize anyone to use your access credentials, they will be able to view all of your account information, including information with ancillary service providers, and make transactions using the OLMB Service. By accessing the OLMB Service, you understand and agree that you are fully liable for your use of the service and for the access and use of the service by any joint owners on your accounts or authorized users acting on your behalf.

CUTX and any person acting on behalf of CUTX will never request that you, any joint owner, or any authorized user, disclose any Password used to access the OLMB Service. CUTX may ask for your Username to locate you in the System, but we will NEVER ask for your Password used by you, any joint owner, or any authorized user to access the OLMB Service.

You acknowledge that your Password to the OLMB Service, and any ancillary services, including the Password of any joint owner or any authorized user, may expire periodically. By establishing a Username and Password, you and each joint owner or authorized user agree to these best practices:

- Never disclose your Username, Password, or Security Code or otherwise make it available to anyone.
- 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 also not be associated with private information, such as your member number or account number.
- Immediately contact Member Services at (214) 818-3231 or (800) 627-0006 to report any loss or the unauthorized use of your Username or Password.
- Regularly change your Password and use special characters to make it more secure.

The CUTX Electronic Fund Transfers (EFT) Disclosure and Agreement, as stated in the CUTX Account Agreement, governs your use of the OLMB Service and your Username and Password.

SHARED USER ACCESS

You understand that when you give someone your Password, you are authorizing that person to use the OLMB Service on your Account(s), and you are responsible for all transactions that person performs using the OLMB Service. Therefore, CUTX is entitled to act on transaction instructions received using your access credentials and you agree that the use of your access credentials will have the same effect as your signature authorizing the transaction. If you authorize anyone to use your access credentials in any manner, that authority will remain in effect until you specifically revoke such authority by notifying CUTX and changing your access credentials immediately. If you, or an individual to whom you disclosed your access credentials, fail to maintain the security of these credentials and fraudulent charges or activity occur on your account, you will be liable for the full amount of these charges. If you fail to maintain the security of your access credentials and CUTX suffers a loss, we may terminate your access to OLMB immediately. 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 OLMB Service.

SERVICE SUSPENSION AND REINSTATEMENT

Credit Union of Texas reserves the right to terminate this agreement and/or restrict or revoke access to OLMB, including your use of any ancillary services offered through the OLMB Service, at any time. Termination and/or usage restrictions can be a result of, but are not limited to, the following:

- Different mailing address from that listed on the Account or mail is returned as undeliverable.
- Undeliverable email address or unverifiable email address.
- Disconnected phone number or we are unable to reach you at the phone number(s) listed on the Account.
- Overdrawn Checking and/or Savings Account(s)
- Repeated Overdrawing of a Checking and/or Savings Account(s)
- Unusual transaction patterns based upon Account and deposit history.
- The inability of the OLMB Service to successfully debit from any of your Accounts.
- The inability of the OLMB Service to successfully collect from any of your Accounts.
- Negative Account activity such as Insufficient Funds (NSF).
- Your failure to comply with this Agreement.

To request reinstatement of your service you may contact us by calling Member Services at (214) 818-3231, or visiting a CUTX branch location, during normal business hours, or mailing in a signed letter of request to CUTX, PO Box 7000, Allen, TX 75013. Should reinstatement be granted, OLMB Service may be subject to certain restrictions. CUTX reserves the right, in our sole and absolute discretion, to grant or deny reinstatement of your use of the OLMB Service.

YOUR LIABILITY FOR UNAUTHORIZED ACCESS

NOTIFY US AT ONCE if you think your password is lost, stolen, or used without your permission, or if you see unauthorized activity in your account or statement by email at help@cutx.org or by calling Member Services at (214) 818-3231 or (800) 627-0006. If you do NOT notify us of any errors within 60 days after the statement was mailed or made available to you through OLMB, you could lose all the money in your account, including any overdrawn line of credit 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 hospital stay) kept you from telling us, CUTX may extend the time periods. The CUTX Electronic Funds Transfer Disclosure and Agreement applies to your use of the OLMB Service and is incorporated herein by reference. CUTX is not obligated to monitor transactions through the OLMB Service.

You can find our EFT Disclosure included in our Account Agreement.

CONFIDENTIALITY

Your privacy and the security of your information are important to us. Our Privacy Policy may be accessed and reviewed at https://www.cutx.org/privacy-policy. You agree that we may collect, use, and share your personal information in accordance with the Privacy Policy, and to provide the Services you have requested and to maintain the Services.

OUR LIABILITY

CUTX will use reasonable efforts to post your transactions properly when you use the OLMB Service correctly. You agree to 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 for you through the OLMB Service as a result of instances such as:

- There are not adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed a credit limit on an overdraft line.
- An error due to any malfunction of the computer, mobile device, or software you use to access the OLMB Service, or any problems that may be associated with the use of any Internet service that impacts the transaction for any reason.
- Your failure, any failure by a joint owner, or failure by an authorized user to provide complete and/or correct information.
- Circumstances beyond our control (e.g., fire, flood or interference from outside sources, failure of electronic systems, preventive maintenance activities whether performed by third-party service providers or CUTX, or unscheduled emergency) that prevent the processing of the transaction.
- Your failure to comply with this Agreement and all other requirements as set forth by CUTX.

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 OLMB Agreement. 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 for your losses and damages on the amount that we failed to transfer. 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 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 Automated Clearing House (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 in such cases we shall have no liability to you or any third party if a cancellation or amendment is not completed, and you will indemnify us against any such claims.

Please refer to the Electronic Funds Transfers Section within the CUTX Account Agreement for complete details.

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 OLMB 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 OLMB SERVICE IS AT YOUR SOLE RISK AND THAT THE OLMB 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 OLMB 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.

ACCOUNT TRANSFER TERMS AND CONDITIONS
ACCOUNT TRANSFER STATEMENT OF APPLICATION

By accepting the Account Transfer Terms and Conditions, you understand and agree that all provisions of the Terms and Conditions, including the Online and Mobile Banking Master Terms and Conditions, governs your use of the OLMB Service, the Account Transfer Service, and transactions you conduct through the OLMB Service. You understand and agree that CUTX reserves the right to restrict any Account Transfer at our sole and absolute discretion. To remain eligible for the OLMB 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, Member to Member Transfers , and External Transfers.

INTERNAL TRANSFERS

Internal Transfer – An Internal Transfer allows you to transfer funds between Accounts you hold with CUTX within the OLMB Service. You understand and agree that each Internal Transfer you schedule represents authorization for CUTX to complete each Internal Transfer based on the instructions you provide. You represent and warrant you must have sufficient funds to cover each Internal Transfer you schedule. You further represent and warrant 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 OLMB Service, and any ancillary services offered through the OLMB Service, at our sole and absolute discretion, without notice to you.

Member to Member Transfer – A Member to Member (M2M) Transfer allows you to transfer funds from an account you hold with CUTX to a different membership another member holds with CUTX. Thus, when you send an M2M Transfer, you are sending funds from your CUTX account to another CUTX account held by a different CUTX member.

You understand and agree that each M2M Transfer you schedule represents authorization for CUTX to complete each M2M Transfer based on the instructions you provide. You represent and warrant you must have sufficient funds to cover each M2M Transfer you schedule. You further represent and warrant that if your M2M Transfer contains inaccurate, incorrect, or incomplete information, or if there is any error in the M2M 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 M2M Transfer, you understand and agree that CUTX reserves the right to indefinitely suspend your use of the OLMB Service, and any ancillary services offered through the OLMB Service, at our sole and absolute discretion, without notice to you.

Processing Days and Timeframes – You may schedule an Internal Transfer or M2M Transfer at any time Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). CUTX processes Internal Transfers or M2M Transfer in real-time each Business Day. If you schedule an(Internal Transfer or M2M 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 at our sole and absolute discretion to change the processing days and timeframes without prior notice to you.

Rejected Internal Transfers – In the event an Internal Transfer you schedule within the OLMB Service rejects, for any reason, when the Internal Transfer pertains to a payment from your Share Account to your Loan Account, the payment may reinitiate prior to the next schedule transfer date. When the rejected Internal Transfer is between your Share Accounts and is recurring, you understand and agree that such Internal Transfer will not process until the next scheduled transfer date of the recurring series.

Rejected M2M Transfers – In the event an M2M Transfer you schedule within the OLMB Service rejects, for any reason, when the Internal Transfer pertains to a payment from your Share Account to another member's Loan Account, the payment may reinitiate prior to the next schedule transfer date. When the rejected M2M Transfer is from your Share Account to another member's Share Account and is recurring, you understand and agree that such M2M Transfer will not process until the next scheduled transfer date of the recurring series.

Cancel One-Time Internal Transfers - You understand and agree that when you set up a one-time Internal Transferor M2M Transfer that is not future dated using the OLMB Service, the one-time Internal Transfer occurs immediately in real-time and cannot be cancelled or stopped, as such Internal Transfer is considered final. You further understand and agree you cannot cancel or amend an Internal Transfer that has already been processed.

Cancel Future-Dated Internal Transfers – You understand and agree that when you set up a future dated Internal Transferor M2M Transfer using the OLMB Service, you may cancel or amend such future-dated Internal Transfer if you cancel or amend prior to the next scheduled transfer date. You further understand and agree that it is your sole responsibility to affect any CUTX Internal Transfer you set up through the OLMB Service. You can reach us at help@cutx.org

Cancel Recurring Internal Transfers – You understand and agree that when you set up a recurring Internal or M2M Transfer using the OLMB Service, you may cancel or amend such Internal Transfer if you cancel or amend prior to the next scheduled transfer date. You further understand and agree that all future recurring Internal Transfers for the respective series will not process. When a recurring Internal Transfer is set up outside of the OLMB Service from your Share Account to your Loan Account, you understand and agree you must contact CUTX ahead of the next scheduled transfer date for us to affect and cancel the respective Internal Transfer. You can reach us at help@cutx.org.

EXTERNAL TRANSFERS

External Transfers – An External Transfer allows you to transfer funds between an Account you hold with CUTX and your account you hold with another financial institution (External Account). When you schedule an External Transfer, you are choosing to transfer money from, or to, an External Account. 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 OLMB Service, and any ancillary services offered through the OLMB

Service, at our sole and absolute discretion, without notice to you. You further represent and warrant if you have insufficient funds or other issues that pertain to an External Transfer you schedule to an External Account that prevent or delay CUTX from processing any Account Transfer under the terms of the Account Transfer Agreement set forth herein; you understand and agree to hold the CUTX harmless, including any fees and/or penalties assessed on the External Account and/or by any third party.

ACH Network and Settlement – An External Transfer you schedule within the OLMB Service processes through the Automated Clearing House ("ACH") Network. CUTX will follow the National Automated Clearing House Association (Nacha) Operating Rules and Guidelines with respect to funds availability for any Account Transfer that processes through the ACH Network. You understand and agree 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 prefunds each ACH debit entry you schedule on the date the External Transfer is set to process. You understand and agree that CUTX shall not be liable for the practices and business rules followed by the external financial institution.

CUTX Right to Stop – CUTX reserves the right to stop any External Transfer if we deem it necessary to prevent us from taking a loss, at our sole and absolute discretion, without liability to you or any third party and without prior notice to you.

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 processing deadline ("Cut-off Time") to schedule an External Transfer to process on the same Business Day is by 3:00 PM CST. 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 ("Process Date") you select within the OLMB Service. An External Transfer will not be processed 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 at our sole and absolute discretion to change the processing Cut-off Time without prior notice to you.

Rejected External Transfers – You understand and agree that if an External Transfer you schedule within the OLMB Service rejects, for any reason, the External Transfer will not reinitiate. You further understand and agree that if an External Transfer you schedule within the OLBM Service 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.

Cancel One-Time and Future-Dated External Transfers – You understand and agree that when you set up an External Transfer within the OLBM Service, you can only cancel or amend an External Transfer prior to the scheduled Process Date and Cut-off Time. You further understand and agree you cannot cancel an External Transfer that has been processed.

Cancel Recurring External Transfers – You understand and agree that when you cancel a recurring External Transfer, all future External Transfers for the respective series will not process. If you have a recurring External Transfer that was set up by CUTX, you understand that you must notify CUTX five (5) business days in advance of the process date for us to affect and cancel such External Transfer.

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 OLMB 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 OLMB Service, including, but not limited to, restriction of use of the OLMB Service and any ancillary services offered through the OLMB Service. You understand and agree that you may not have access to use the Account Transfer Service. Your daily, monthly, and transaction limits will be set based on system controls. For information on these limits, please contact us at help@cutx.org. 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. To use the OLMB Service, and any of its ancillary services, you must adhere to the following requirements:

- Have a qualifying CUTX Account in good standing as determined by CUTX at our sole and absolute discretion.
- Have sufficient funds in your CUTX Account and External Account (when scheduling an External Transfer).
- Enroll for use of the OLMB Service and accept this Agreement in its entirety.
- Maintain and keep on file with CUTX a valid email address, phone number, and mailing address.
- Comply with this Agreement and all other requirements as set forth by CUTX.

ACCOUNT VERIFICATION

CUTX reserves the right to verify an External Account you add with your use of the OLMB Service, to include, 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 the Account Transfer Service and the OLMB Service in its entirety, to include, but not limited to, any ancillary services offered through the OLMB Service.

ACCOUNT AUTHORIZATION

CUTX will make all reasonable efforts to process your External Transfer in a timely manner. With your use of the Account Transfer Service, if any debit entry to any Account you hold with CUTX, 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 Account you hold with CUTX to satisfy any such deficiency, to include an ACH return 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.

RIGHT TO COLLECT

In the event any Account you hold with CUTX is insufficient in satisfying a debit entry with your use of the Account Transfer Service, 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, erroneous, 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.

REGULATORY GUIDELINES

You agree to be bound by the Nacha Operating Rules and Guidelines, the Office of Foreign Assets Control, and all other applicable laws and regulatory requirements, as they may be amended, when using the Account Transfer Service.

NAME AND ACCOUNT NUMBER INCONSISTENCY

You understand and agree that the Nacha Operating Rules and Guidelines permit the posting of an ACH entry (credit and/or debit entry) based solely on account number. Thus, an External Transfer you schedule and External Account you provide in the instructions you enter, may be posted by the account number only, even if the name and account number of the External Account do not match. You understand and agree it is your sole responsibility, to include the responsibility of any joint owner, authorized user, or receiver (External Account recipient), to provide correct and complete External Account instructions. You warrant and represent that your obligation to pay the External Transfer shall not be excused in the event of such inconsistency between name and account number. You represent and warrant to hold CUTX harmless from any fee or loss you may incur, to include any fees and penalties assessed on the External Account should you make an error in entering correct and complete External Account instructions.

DEPOSIT CHECK TERMS AND CONDITIONS
DEPOSIT CHECK STATEMENT OF APPLICATION

By accepting the Deposit Check Terms and Conditions, you understand and agree that all provisions of the Terms and Conditions, including the Online and Mobile Banking Master Terms and Conditions, governs your use of the OLMB Service, the Deposit Check Service, and transactions you conduct through the OLMB Service. You understand and agree that CUTX reserves the right to restrict any Check Deposit at our sole and absolute discretion. To remain eligible for the OLMB Service, you must adhere to the requirements as set forth in this Agreement in its entirety.

DEPOSIT CHECK SERVICE AND ELIGIBILITY

The Deposit Check Service allows you to remotely deposit paper checks into a Designated Account by scanning checks and delivering the images and associated deposit information to CUTX. A Designated Account is any CUTX Checking Account that you, any joint owner, or Authorized User designate as a deposit account. To use the Deposit Check Service, you must be a current and active CUTX member and acknowledge that the Designated Account must not be dormant, closed, or otherwise restricted for any reason. Further, you must keep each Account you hold with CUTX in good standing and observe and comply with all account agreements and disclosures governing each Account you hold with CUTX. CUTX has the right immediately to terminate your use of the Deposit Check Service for your willful misconduct, bad checks, or fraudulent activities.

RIGHT TO REJECT AND AVAILABILITY

We can reject any image for any reason, without liability, even if a confirmation notice was provided. We will take reasonable measures to ensure the Deposit Check Service is available; but we are not liable for system failures or temporary service disruptions that cause the Deposit Check Service to be unavailable. Possible Deposit Check Service disruptions or system failures would include issues encountered by an Internet service provider, Internet software, or mobile service provider. We may add, delete, or change the features and functions of the Deposit Check Service, or terminate the Deposit Check Service, at any time at our sole and absolute discretion.

BUSINESS DAYS AND PROCESSING TIMEFRAMES

You may remotely deposit a check through the Deposit Check Service Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). CUTX defines a Business Day as Monday through Friday from 9:00 AM CST to 6:00 PM CST. The processing deadline (“Cut-off Time”) to remotely deposit a check on the same Business Day is 6:00 PM CST. When a remote deposit you make falls on a non-Business Day (any federal holiday, Saturday, or Sunday) or after the Cut-off Time, CUTX processes such remote deposit on the next Business Day. CUTX reserves the right to change the processing Cut-off Time without prior notice to you at our sole and absolute discretion.

ENDORSEMENT, CHECK IMAGE, AND DEPOSIT RECIEPT

You may deposit a check image only to your Designated Account or to an Account on which you are a joint owner. You understand and agree that you must endorse the check and write “For Remote Deposit at CUTX Only” on the back of the original paper check prior to capturing an image of the back of the check. Your endorsement must be consistent with any endorsement specifications as set forth with all account agreements and disclosures governing each account you hold with CUTX. The check image must accurately and legibly identify the drawer and paying bank preprinted on the paper check, include machine readable Magnetic Ink Character Recognition (“MICR”), and include the drawer’s signature(s). The check image must also include all other information placed on the original paper check prior to the time you capture an image of the front and back of the check, such as any identification written on the front of the original paper check. You attest that the integrity of the check image meets the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association. You understand and agree you are solely responsible for the quality of each check image you capture and deposit through the Deposit Check Service and for verifying the receipt of each remote deposit you transmit, or attempt to transmit, by verifying that the deposit has been posted to the appropriate account. You further understand and agree CUTX is not responsible for any check image we do not receive. You may

be required to cooperate in a CUTX internal investigation to assist with resolving any unsuccessful or lost transmission to CUTX.

UNACCEPTABLE DEPOSITS

You understand and agree that the items listed below are strictly prohibited and you are not permitted to deposit such items with your use of the Deposit Check Service. You further understand and that in the event you deposit any of the items listed below with your use of the Deposit Check Service, such action may result in the immediate revocation of your use of the Deposit Check Service and may subject you to collection efforts or any other remedy CUTX may have. Unacceptable deposits that are prohibited include:

- Item stamped with a “non-negotiable” watermark or legend
- Item that contains evidence of alteration to the information on the check
- Item drawn on a financial institution located outside the United States and its territories
- Item issued in a non-U.S. currency
- Item that is incomplete
- Item with stale-date or post-date
- Item that is a Savings Bonds
- Item made payment to a third party (i.e., any item that is made payable to another party and then endorsed to you by such party)
- Item that is a start or counter check
- Item which you know, should know, suspect or should suspect to be fraudulent
- Item previously converted to a substitute check or check image
- Item written off same account as deposit
- Item that has been previously returned as unpaid
- Legal Tender

REJECTED AND RETURNED ITEMS

You understand and agree that CUTX reserves the right, at our sole and absolute discretion, to accept or reject any remotely deposited check you transmit through the Deposit Check Service, even if the check image is error-free and confirmation of deposit is provided. You further understand and agree that CUTX is not liable for any service charges or late charges levied against you due to our rejection of any item you transmit through the Deposit Check Service. With your use of the Deposit Check Service, any initial credit to your Designated Account is subject to be debited from the Designated Account until CUTX receives final payment from the financial institution on which the deposited item is drawn. You warrant and represent that upon our receipt of any unpaid returned item you deposit through the Deposit Check Service, you authorize CUTX to debit your Designated Account or any account you hold with CUTX. You further warrant and represent that in all cases, you are responsible for any loss, overdraft, and any applicable fees to your Designated Account due to an item being returned as unpaid to CUTX, for any reason without regard to whether the item is returned timely or whether there is any other claim or defense that the item has been improperly returned to CUTX.

FUNDS AVAILABILITY

Remote deposits you transmit through the Deposit Check Service do not fall under, and are not subject to, the CUTX Funds Availability Policy in accordance with Federal Reserve Regulation CC. When you remotely deposit a check and transmit it through the Deposit Check Service, funds from that deposit may not become available for up to seven (7) business days.

DEPOSIT CHECK SERVICE LIMITS

Deposit threshold limits for Deposit Check Service are displayed within the mobile app of the OLMB Service. You understand and agree deposit threshold limits are subject to change at any time without prior notice to you, at our sole and absolute discretion.

COMPLIANCE WITH LAW

A check image is governed by the same rules that would apply under the Uniform Commercial Code (UCC) as if you had deposited a paper check. A check image may be construed as an instrument, item or order as those terms may be applied by analogy under the UCC. You agree to use the Deposit Check Service only for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations, as well as all CUTX account agreements and disclosures applicable to your use of the Deposit Check Service. You understand and agree not to use any CUTX product, service, or access device for illegal activity.

ACCOUNTHOLDER'S WARRANTIES

You must abide by all warranties and representations that fall under the UCC. You agree that you are abiding to these warranties and representations, including, but not limited to:

- Each remote deposit you transmit to CUTX is a true and accurate rendition of all information on the front and back of the original paper check, without any alteration, and the drawer of the paper check has no defense against payment thereof.
- The amount, payee, signature(s), and endorsement(s) on the original paper check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse the original paper check to any third party or person, including another financial institution.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check, such that the person will be asked to make payment based on an item that has already been paid.
- There are no duplicate images of the original paper check other than the check image you capture of the original paper check.
- You have instituted procedures to ensure that each original paper check was authorized by the drawer in the amount, and to the payee, on the original paper check.
- You are authorized to enforce each remote deposit you transmit or are otherwise authorized to deposit such remote deposit on the behalf of the person entitled to enforce such deposit.
- You provided true, accurate, and correct information on any Application for the Deposit Check Service and continue to keep your information current with CUTX.
- You have not knowingly failed to communicate any material information to CUTX.
- You have possession of each original paper check you deposit through the Deposit Check Service and no party will submit the original paper check for payment to any financial institution.
- You assert that files and check images you transmit to CUTX do not contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- DISPOSAL OF ORIGINAL CHECKS You must keep the original check for ten (10) business days after the deposit is reflected in your available balance. After ten (10) business days and ensuring the deposit is reflected in your available balance, you understand and agree that you must destroy the original check by shredding it or using another commercially acceptable means of data destruction. You understand and agree that you are responsible for any loss caused by failure to securely control any original check and expressly authorize CUTX to debit any account you hold with us in the amount of any remotely deposited check which is deposited more than once, to include any charge-back fee.

TECHNICAL REQUIREMENTS TO USE DEPOSIT CHECK SERVICE

You understand and agree CUTX is not responsible for any third-party software that may be required with your use of the Deposit Check Service. To use the Deposit Check Service, at your own expense, you must provide and have access to an Internet connection, compatible web browser, equipment and supplies to include, but not limited to, computer hardware and computer software. You understand and agree any computer software is accepted by you as is, and is

subject to, the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE DEPOSIT CHECK SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE DEPOSIT CHECK SERVICE, WHETHER EXPRESS OR IMPLIED, TO INCLUDE, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE DEPOSIT CHECK SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE DEPOSIT CHECK SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE DEPOSIT CHECK SERVICE OR TECHNOLOGY WILL BE CORRECTED.

CARD MANAGEMENT TERMS AND CONDITIONS

CARD MANAGEMENT STATEMENT OF APPLICATION

By accepting the Card Management Terms and Conditions, you understand and agree that all provisions of the Terms and Conditions, including the Online and Mobile Banking Master Terms and Conditions, governs your use of the OLMB Service, the Card Management Service, and transactions you conduct through the OLMB Service. You understand and agree that CUTX reserves the right to restrict the Card Management Service at our sole and absolute discretion.

CARD MANAGEMENT SERVICE AND ELIGIBILITY

The Card Management Service allows you to manage your CUTX debit and credit card ("card") within the OLMB Service, to include, but not limited to, lock/unlock your card, report your card lost/stolen, set travel notification, and set transaction/merchant alerts. To use the Card Management Service, you must be a current and active CUTX member and acknowledge that each account you hold with CUTX in good standing and observe and comply with all account agreements and disclosures governing each account you hold with CUTX. CUTX has the right immediately to terminate your use of the Card Management Service for your willful misconduct or fraudulent activities, without prior notice to you.

Lock/Unlock Credit and Debit Card

When you lock your card using the Card Management Service , your card will remain locked for 30 calendar days. After such time, your card will be automatically closed. Should you want to continue use of your credit and/or debit card, please unlock within 30 calendar days of the lock date. You understand that by locking your debit and or credit card, that pre-authorized/recurring payments will continue to process. To revoke/stop a pre-authorized/recurring payment, you must follow the merchant's revocation process.

Lost/Stolen Credit and/or Debit Card

When you report your card lost or stolen, a new card will automatically ship to your address on file. You understand and agree that in the event you report your card lost or stolen more than three times, a review process is performed by CUTX, and your card will not automatically ship. You further understand and agree that should you report your address as incorrect when using the Card Management Service, any report of lost or stolen will require a review by CUTX of your account. When you report your card lost or stolen using the Card Management Service, should your account be in good condition based on the terms set in this Agreement, a new card will be shipped to your verified address on file.

Travel Notification

When you set a travel notification, you are setting a travel strategy for your card usage. To remove the travel strategy, you must select a return date at which time the travel strategy will end. Further, the travel strategy requires you to set whether you are travelling domestically or internationally.

Alerts and Limits

When you set an alert, you can monitor purchases you make with your card. You have the option to set a global rule to enable alerts for all purchase categories to include, but not limited to, In Store, E-Commerce, Gas Station, Restaurant, Household, and Personal Care. Further, you have the option to set spending limits per transaction and per month. You understand that spending alerts do not restrict a transaction; instead, serve to provide you notice should you conduct a transaction that exceeds the speeding limit you set per transaction and/or per month. When you set an alert, you understand you are requesting alerts to be sent to your mobile telephone number(s). Further, you understand the actual time between when you receive an alert is dependent on your wireless carrier's service and coverage within the area in which you are physically located at that time. Your receipt of an alert may not be available in all areas.

System Availability

You may use the Card Management Service at any time Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). You understand and agree that CUTX reserves the right at our sole and absolute discretion to change the timeframes that the Card Management Service is available at any time without prior notice to you. You understand that disruptions to systems may result in the authorization of transactions, even when the respective card is in a deactivated state.

Funds Transfer Liability

You understand that your use of the Card Management Service does not override the user's responsibility to report unauthorized transactions in a timely manner as described in the CUTX Electronic Funds Transfer Agreement and Disclosure. CUTX assumes no responsibility for the failure of the Card Management Service to work in the expected manner, aside from the responsibilities put forth in said agreement. To obtain a copy of the CUTX Electronic Funds Transfer Agreement and Disclosure, please contact us at help@cutx.org or visit one of our branch locations.

PERSONAL FINANCE MANAGEMENT TERMS AND CONDITIONS

PERSONAL FINANCE MANAGEMENT STATEMENT OF APPLICATION

If you enroll in the Personal Finance Management Services (the "PFM 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 can enter goals and analyze your finances as well as categorize transactions to assist with spending trends and budgets. To use the PFM Service, you must be a current and active CUTX member. The primary licensor for the PFM Service is Jack Henry & Associates, Inc. ("JHA"). In addition to all terms of other terms of the OLMB Agreement, by enrolling in PFM Service, you hereby agree to the following additional terms and conditions. As provided in the terms of the OLMB Agreement, Credit Union of Texas may terminate the PFM Service at any time for any reason, with or without notice. CUTX and JHA are not responsible for errors or failures of their third-party service providers that that may make the PFM service unavailable.

DISCLAIMER OF WARRANTY

THE PFM SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT ANY WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT. NO WARRANTY IS PROVIDED THAT THE PFM SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE PFM SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE PFM SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME LIMITATIONS MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT CREDIT UNION OF TEXAS, JHA, AND JHA'S THIRD PARTY PROVIDER DO NOT GUARANTY THE TIMELINESS, ACCURACY, RELIABILITY, OR COMPLETENESS OF THE DATA USED IN THE PFM SERVICE OR THE RESULTS OF YOUR USE OF THE PFM SERVICE.

ADDITIONAL TERMS AND CONDITIONS

In addition to these terms and those terms set forth in the OLMB Agreement, you agree to be bound by and comply with all policies, requirements, and restrictions and such other written requirements and agreements as we may furnish to you from me to me in wring in connection with the PFM Service.

ADVICE REGARDGING FINANCIAL TRANSACTIONS

You acknowledge and agree that CUTX, including its employees, agents and any third-party providers providing services through the OLMB Service, are not financial planners, investment advisors, or tax advisors. The services that you may receive through the OLMB Service do not constitute any financial, investment or tax advice. You should seek advice from appropriate professionals regarding any financial decisions or transactions arising from your use of the OLMB Service.

AUTHORIZATION TO PERFORM AGGREGATION SERVICES

In order to use account Aggregation Services offered in the PFM Service (if available to you), you will be required to provide login credentials such as usernames and passwords (called "Access Information") for financial institutions' websites that have accounts containing your financial assets. The Aggregation Service will use the Access Information to regularly log into your accounts and extract information regarding the accounts for the Aggregation Service to present to you in conjunction with the PFM Service. By enrolling you grant Credit Union of Texas and its third-party service providers access to such accounts for such purposes and authorize the Credit Union and its third-party service providers to retrieve information from the accounts as may be required for performing the Aggregation Service. You acknowledge and agree that if you do not have complete and correct Access Information for a website for an account or if you are unwilling to provide the Access Information, then you cannot use the Aggregation Service for the respective account.

PRIVACY

The terms of our Privacy Policy are applicable to the use of the PFM Services.

INDEMNIFICATION

You acknowledge and agree that you are personally responsible for your conduct while using the OLMB Services and any ancillary services offered 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 attorney's fees and expenses, arising out of your use of the OLMB Service or any ancillary services offered thereunder, our reliance on your instructions, information or authorization under this OLMB Agreement, your negligent or intentional action or inaction, the use of the OLMB Service by anyone using your Card, 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 OLMB Service.

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. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

AMENDMENT AND TERMINATION OF AGREEMENT

You understand and agree that CUTX may amend, terminate, or suspend this Agreement, or terminate, suspend, or limit your access privileges to OLMB, or any related ancillary services and products, in whole or part, at any time for any reason without prior notice. Any such amendment of this Agreement or any agreement relating to ancillary services and products or termination of the OLMB Service or any ancillary services or products shall not affect your liability or obligations. Continued use of the OLMB Service or any ancillary services or products will constitute acceptance of the Agreement terms.

GOVERNING LAW; VENUE

This Agreement shall be governed by applicable state and federal credit union laws and regulations, the Credit Union's Bylaws, and to the extent not pre-empted by federal law, the laws of the State of Texas. Venue is proper in the county where the Credit Union's principal office is located.

CONSENT TO CONTACT

You agree we or our service providers may contact you by telephone, e-mail or text using the information you use in association with your use of the OLMB Service, including any of the ancillary services provided by the OLMB Service. This consent includes calls and texts to your cellular / wireless telephone number which could result in charges to you. You agree that any contact from CUTX is necessary in order for us to provide you the OLMB Service(s) you have enrolled 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. If you choose to withdraw your consent to contact, you will not be eligible for the OLMB services.

OTHER AGREEMENTS

In addition to the OLMB Agreement, including ancillary service agreements, you agree to be bound by and comply with all other CUTX agreements, including but not limited to, ancillary products and services through OLMB, Account Agreements, Privacy Policy, Electronic Funds Transfer Disclosure, and end user license agreements. You also agree to comply with all applicable State and Federal laws and regulations.

JACK HENRY & ASSOCIATES, INC. DIGITAL BANKING TERMS OF USE

The primary provider for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "JH", "we" or "us"). By enrolling in our Service, you agree to these terms of use (the "Agreement"). Please read this Agreement carefully before using the Service. The Service includes the Software and the App as defined below. This Agreement applies to both the consumer version of the Service and App ("Banno") and the business version of the Service and App ("Banno Business").

By enrolling in, accessing, or using the Service, you agree to be bound by this Agreement and all of its terms without change. This Agreement is between JH and you, the user. If you are using Banno Business on behalf of a company or other organization, such company or organization will also be considered a party to this Agreement, and you represent and warrant that you have the authority to bind such company or organization to this Agreement. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

(i) **General**. JH is not the provider of any of the financial services available to you through the Service and JH is not responsible for any of the materials, information, products, or services made available to you through the Service. You acknowledge and agree that JH is the owner of all right, title and interest in the online and/or mobile technology solution made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates or versions, regardless of the media or form in which they may exist (together, the "Software").

You may not use the Software unless you have first accepted this Agreement. Subject to the terms and conditions of this Agreement, we grant you a subscription to use the Software (in machine readable object code form only) in accordance with this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution’s services made available via the Software. This is not a sale or license of the Software. All rights not expressly granted to you by this Agreement are reserved by JH. Nothing in this Agreement will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This subscription may be terminated at any me, for any reason or no reason, by you or JH. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or are otherwise in your possession or control. You will not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) engage in any screen scraping or data mining of the Software;(v) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright; or (vi) use the Software to train any generative artificial intelligence application. The terms of this Agreement will govern any updates that replace and/or supplement the original Software unless such update is accompanied by a separate license in which case the terms of that license will govern. You agree to use the Service, the App., and the Software in compliance with applicable laws and for your own personal use only or, if you are a subscriber of Banno Business, only for your use on behalf of your business or organization for its internal business purposes.

(ii) **Privacy**: JH may access personal information while you use the Service. JH may access records held by your financial institution for such information as your phone number, home address or email address. JH will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, JH will use the phone number to prepopulate forms that expect a personal phone number for contacting you. If you grant permission to use your device’s location, JH will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, JH will use that information to add an image to a transaction, to attach a document to chat, and add a photo to your profile. If you grant permission to use a camera, JH will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. Our privacy practices regarding your personal information can be found in our privacy policy located at https://www.jackhenry.com/privacy-policy (the "JH Privacy Policy"). If you are a subscriber of Banno Business,

business-to-business exceptions in certain privacy laws may apply to your information. In addition to the JH Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution. In the event of conflict between the JH Privacy Policy and your financial institution's privacy policy, your financial institution's privacy policy will control. Under applicable privacy laws, you may have certain rights such as the right to collect your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Please see your financial institution's privacy policy if you wish to make any requests under these rights. JH acts as a processor or service provider to its financial institution customers who act as controllers of your personal information and are primarily responsible for handling such requests. We will cooperate with any privacy rights requests we receive from your financial institution. If you use the Service to make bill payments or engage in transactions with other companies, those companies should also have a privacy policy that addresses the use of your personal information and your privacy rights.

(iii) **Source of Information**: The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts, or engage in financial transactions and other log-in related information ("Account Information"). JH does not review, verify, or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) **Your Responsibility for Information**: You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately. Text messaging services may be provided by your financial institution. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

(v) **Your Account:** If you use the Service, you are responsible for maintaining the confidentiality of your Account and password and for restricting access to your device, and you agree to accept responsibility for all activities that occur under your Account or password. Make sure to log out of your Account when you are finished using the Service. If your status as a user of the Service is terminated, you will (i) stop using the Service and any information obtained from the Service, and (ii) destroy all copies of your account information, password and any information obtained from the Service. We encourage you to use strong passwords that use a combination of upper and lowercase letters, numbers, and symbols, contain at least ten characters and are not used by you with other services or websites. You agree to provide accurate information when you register. You will immediately notify us of any breach of security or unauthorized use of your Account. We will not be liable for any losses or other damage caused by any unauthorized use of your Account. We may delete your Account and any data in your account at any me and move the location where we store your Account information at our sole discretion. We may suspend your Account and use of the Service at any me for any reason including any potential security threat or fraud. You grant us a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, transmit and modify any data you submit on the app., and you represent and warrant to us that you have the right to provide such data.

(vi) **Rights You Grant to JH:** By submitting data, passwords, usernames, PINs, log-in information, materials and other Registration Information to JH through the Service, you are voluntarily supplying that content to JH for the purpose of providing the Service to you. By submitting such information to JH, you represent that you are entitled to submit it to JH for use for this purpose, without any obligation by JH to pay any fees. By using the Service, you expressly

authorize JH to access your Account Information maintained by identified third pares, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. JH will submit information including usernames and passwords that you provide to log you into the site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vii) **Links to Third Party Sites**: The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk. Furthermore, because the JH Privacy Policy is applicable only when you are on the Service or our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

(viii) **No Unlawful or Prohibited Use**: As a condition of your use of the Service, you warrant to JH that you will not use the Service for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use the Service automatically terminates. You will not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service. You will not republish JH content or other content from the
Service on another website or app or use in- line or other linking to display such content without our permission. You will not introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service. You will not use the Service for benchmarking purposes, use another Service user's account, reverse-engineer the Service or use the Service to develop any competing product or service. You will not identify us or display any portion of the Service on any site or service that disparages us or our products or services, or infringes any of our intellectual property or other rights or refer to JH or the Service in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than your permitted use of the Service under this Agreement, without JH's express written consent. If you are under the age of 13, you are not permitted to use the Service.

(ix) **Mobile Devices**: To use the mobile app provided with the Service (the "App"), you must have a mobile device that is compatible with the App. We do not warrant that the App will be compatible with your mobile device. You are responsible for any message and data rates from your mobile service provider when you use the App. You must comply with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. If you download the Mobile App from the Apple App Store, you acknowledge and agree that this Agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to us as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property

infringement claim to the extent required by this Agreement. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the App against you as a third-party beneficiary. If you download the App from the Google Play Store: (i) you acknowledge that the Agreement is between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or this Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to the App.

(x) **Consent to Use of Data:** You agree that JH may collect and use data and information about you, your device, system and application software, and peripherals, that is gathered through your use of the Service to facilitate the provision of software updates, product support, product enhancements and other services (if any) related to the Service. JH may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(xi) **Disclaimer of Warranty:** THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON- INFRINGMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xii) **Limitation of Liability**: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF $250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xiii) **Analytics:** To assist JH in maintaining and improving this application, JH uses multiple analytics and logging platforms to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend me on, what kinds of operating systems and devices they use, and how they found the Service. Analytics platforms generally do not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information, although they may use anonymized identifiers. The information helps JH improve the performance of this Service for you. More information on analytics services, including analytics cookies, can be found in the JH Privacy Policy.

(xiv) **Dispute Resolution**: You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service or this Agreement will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA

regional office nearest to you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or pares who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) If the administrative fees and deposits you are required to pay under the AAA rules exceed $125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost- prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to ligate disputes through a court, including the right to ligate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

(xv) **Miscellaneous**: This Agreement constitutes the entire agreement between you and JH concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, the App or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such an extent, the subject provisions will not apply to you. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.