

ONLINE AND MOBILE BANKING MASTER TERMS AND CONDITIONS; ACCOUNT TRANSFER AGREEMENT;
CHECK DEPOSIT SERVICE AGREEMENT; AND ONLINE FINANCIAL MANAGEMENT SERVICES 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 and Mobile Banking Master Terms and Conditions, Account Transfer Agreement, Check Deposit Capture Agreement, and Online Financial Management Services Agreement (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

1. 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 do not have their own CUTX membership, such access will be a formal request by the primary accountholder and require CUTX to add the joint-owner and/or authorized user. You understand and agree that such joint-owner and/or authorized user will not have access to all ancillary services through the OLMB Service.

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 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 OLMB Service. You understand and agree that if you authorize someone (authorized user) to use the OLMB 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 OLMB Service, including but not limited to, your name, address, phone number, and e-mail address. You may update your contact information by selecting your name on the menu option, selecting Settings, and then selecting your name (this takes you to your Profile). You may update your security settings by selecting your name on the menu option and then selecting Security.

2. AGREEMENT TO USE OLMB SERVICES AND ANCILLARY SERVICES

By agreeing to the OLMB Agreement of the OLMB Service in the manner described above, and by agreeing to the terms of any ancillary services offered through the OLMB Service by enrolling to use such services through the OLMB Service (such ancillary services to include, but not limited to, the Account Transfer Service, Check Deposit Service, and Bill Pay Service, and any other services provided through the OLMB Service now or in the future), you are electronically signing this Agreement and those agreements related to the ancillary products and services for which you have enrolled 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. 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 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:

- a. Online Banking Service, Bill Pay Service, mobile banking service, and Check Deposit Service.
- b. Periodic account statements, notices (e.g. renewal, change in terms and other notices) and disclosures regarding your account(s).
- c. 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.
- d. 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:

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:

- a. A personal computer with most up to date operating system and security patches.
- b. An email account with an Internet service provider and email in order to participate in our electronic communications programs.
- c. An Internet web browser which can support 128-bit SSL encrypted communications. We recommend the latest web browser version readily available.
- d. Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader®. Download at <https://get.adobe.com/reader/>.

- e. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- f. 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 amendment to 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 such communication, 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 of any periodic statement of your account, a fee may be assessed. Please refer to Truth in Savings disclosure which can be found at: [https://cutx.org/assets/files/8LMiDrkc/Truth in Savings.pdf](https://cutx.org/assets/files/8LMiDrkc/Truth%20in%20Savings.pdf). Please submit your request 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 an active individual email address to which we can send required information and for ensuring it is kept current in our files by providing us notice when you change your email account. 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 in order to receive a paper periodic statement for that month or quarter.

HOW TO CONTACT CREDIT UNION OF TEXAS

Please refer to Section 5 within this OLMB Agreement for available options on how to contact CUTX.

CONSENT

By agreeing to the terms and conditions as described herein in the manner described above, you electronically consent to receive disclosures and notices and to the terms and conditions set out in this Section 3. 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 on your Account(s).

4. OLMB SERVICE ELIGIBILITY AND STATEMENT OF APPLICATION.

The OLMB Service, and any of its ancillary services, is for consumer use only. To enroll for the OLMB 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 enrollment and use of the OLMB 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 Account(s).

All transactions initiated through the OLMB 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 OLMB Service and fees. The OLMB Service is a domestic service only. You understand and agree that when you use the OLMB 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 OLMB 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 (972) 264-9497 or (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 June 19th, also known as Juneteenth. To contact us, please send us a secure message by selecting the Messages menu option to start a conversation from within the OLMB Service. For correspondence, please send mail to Credit Union of Texas; PO Box 7000; Allen TX 75013. 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 OLMB Service. Access to the OLMB Service will be by means of your online banking username (Username) and password (Password). The CUTX Electronic Fund Transfers (EFT) Disclosure and Agreement (the EFT Disclosure) , as stated in the CUTX Account Agreement which can be found at <https://www.cutx.org/assets/files/LZNfYOkw>, governs your use of the OLMB Service and your Username and Password, and is incorporated herein by this reference as if set forth in full.

By accessing the OLMB 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 OLMB Service by any and all joint owners on any of your Accounts or by any authorized user to act on your behalf to use the OLMB Service, whether or not you actually or expressly authorized such joint owner or authorized user to access and use the OLMB Service.

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. 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 OLMB Service. We will end your use of the OLMB Service if any joint owner notifies us that (i) he/she never consented to your use of the OLMB Service; (ii) the OMLB Service can no longer be operated on your

instructions alone; or (iii) he/she is withdrawing consent for you to use the OLMB 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 OLMB Service, including your use of any ancillary services offered through the OLMB Service, or if there are activities on your Account that we deem adverse, we reserve the right to immediately restrict your use of the OLMB 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:

- a. Different mailing address from that listed on the Account or mail is returned as undeliverable.
- b. Undeliverable email address or unverifiable email address.
- c. Disconnected phone number or we are unable to reach you at the phone number(s) listed on the Account.
- d. Overdrawn Checking and/or Savings Account(s).
- e. Unusual transaction patterns based upon Account and deposit history.
- f. The inability of the OLMB Service to successfully debit from any of your Accounts.
- g. The inability of the OLMB Service to successfully collect from any of your Accounts.
- h. Negative Account activity such as Insufficient Funds (NSF).
- i. 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 OLMB Service by contacting us. CUTX reserves the right, in our sole and absolute discretion, to grant or deny reinstatement of your use of the OLMB Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your use of the OLMB Service subject to lower per transaction and monthly dollar limits and/or with other restrictions on the OLMB Service than may otherwise be available to you. Based upon your subsequent use of the OLMB Service, CUTX in our sole and absolute discretion, may thereafter restore your full ability to use the OLMB 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 (972) 263-9497 or (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 Statements and Notices, on which the error occurred, you could lose all the money in your Account(s), including any overdraft line-of-credit. The EFT Disclosure also governs your use of the OLMB 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 OLMB 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, which you can be found at <https://www.cutx.org/assets/files/LZNfYOkw>.

9. CONFIDENTIALITY

The terms of our Privacy Policy are applicable to the use of the OLMB Services. To review our Privacy Policy, you may visit <https://www.cutx.org/about-us/disclosures-and-policies/privacy-policy> and is fully incorporated herein by reference in this OLMB Agreement. We will disclose information to third parties about your Account or the transaction you may attempt:

- a. As necessary to complete the transaction;
- b. To verify the existence of sufficient funds to cover any specific transaction upon the request of a third party;
- c. [To verify your identity and/or location in order to allow access to your accounts, conduct online transactions and to maintain measures aimed at preventing fraud and helping protect the security of your account and personal information.]
- d. For risk control, for fraud detection and prevention, to comply with laws and regulations, and to comply with other legal process, regulatory and or law enforcement requirements, or government agency or court orders; or
- e. 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. Items [11 through 16] explain how CUTX may collect, use, and protect your personal information with respect to your use of the OLMB Service. Additional information about CUTX's collection and use of your personal information may be found in our Privacy Policy found at the link set forth above in Section 9.

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 OLMB Service are free of charge to you. To review our Fee Schedule, you may visit <https://www.cutx.org/assets/files/8LMiDrkc/Truth%20in%20Savings.pdf>. CUTX may from time to time impose additional fees and charges in connection with the OLMB Service. If you choose to proceed with the OLMB Service, you authorize CUTX to debit your Account for any fees that may be associated with your use of the OLMB 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 OLMB Service, including any ancillary service.

18. EQUIPMENT AND INTERNET

In order to use the OLMB 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 OLMB 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 OLMB Service, and any of its ancillary services, current with the latest update/version installed. Please contact Member Services at (972) 263-9497 or (800) 314-3828 with any questions on browser and/or device support.

19. SECURITY PROCEDURE

CUTX will use commercially reasonable security technology that will encrypt data transmitted 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 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 OLMB 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 OLMB 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 Username and Password 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 aware and knowledgeable 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 any authorized user, disclose any Password used to access the OLMB 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 Username and Password used to access the OLMB Service so that no other user knows the other user's Username and Password. Please note that CUTX may request your Username to locate you in the OLMB Service, but as mentioned above we will never request the Password used by you, any joint owner, or any authorized user to access the OLMB Service.

When you enroll for the OLMB Service, you understand and agree that you assign your Username and Password and as the primary user, are responsible for setting up any joint owner or any authorized user. You further understand and agree that you are eligible for a Username only if you have an existing account with CUTX that meets the requirements listed herein. You acknowledge that your Password to the OLMB Service, including the Password of any joint owner or any authorized user, may expire periodically and may not be reused until the 11th 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 also not be associated with private information, such as your member number or account number. 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:

- a. Never disclose your Username and Password, or otherwise make it available, to anyone, including any joint owner or authorized user on the Account. CUTX may ask for your Username to locate you in the System but we will NEVER ask for your Password.

- b. Never disclose your Security Code, or otherwise make it available, to anyone, including any joint owner or authorized user on the Account or CUTX. This Security Code is tied to when you use the Forgot Password option or when you log in to the OLMB Service from a new device or browser.
- c. Never disclose your Password to CUTX or anyone claiming to be acting on our behalf.
- d. Immediately contact Member Services at (972) 263-9497 or (800) 314-3828 to report any loss or theft of your Login ID or Password.
- e. Regularly change your Password and use special characters to make it more secure.

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

- a. At least 8-16 characters
- b. At least one uppercase alphabetic character (A-Z)
- c. At least one lowercase alphabetic character (a-z)
- d. At least one number (0-9)
- e. At least one special character . Allowable special characters include: !"#\$(*)+,-/;<=>?[\]^_`{|}'

You understand and agree that CUTX is entitled to rely on your use of your Username and Password, and the use of each joint owner or authorized user of his/her Username and Password, as authorization for any transaction through the OLMB Service. You, any joint owner, or any authorized user are responsible for all transactions initiated through the OLMB Service. If you permit any other person to use your Username or Password to the OLMB Service, you will have authorized that person to access your Account(s) and you are responsible for any and all transactions initiated by that person from your Account(s). If you suspect unauthorized use of your Username and Password, you should immediately change your log in credentials through the OLMB Service by selecting your name from the bottom of the menu and then selecting Settings. Within the Settings menu option, select "Security" under the "General" window within the OLMB Service.

21. OUR LIABILITY

CUTX will use commercially reasonable efforts to post your transactions properly to the Account indicated when you use the OLMB 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 OLMB Service because of any one or more of these circumstances:

- a. Your error that impacts the transaction for any reason.
- b. Your failure to comply with this Agreement and all other requirements as set forth by CUTX.
- c. Your failure, any failure by a joint owner, or failure by an authorized user to provide complete and/or correct information.
- d. Issues such as insufficient funds and exceeding an overdraft line and the like that prevent and/or delay CUTX from processing your transaction.
- e. Circumstances beyond our control (e.g., fire, flood or interference from outside sources, failure of electronic systems, preventative maintenance activities whether performed by third-party service providers or CUTX, or unscheduled emergency) 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 OLMB 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 for your losses and damages 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. Please refer to the Electronic Funds Transfers Section 13 in the CUTX Account Agreement for complete details, including exceptions where CUTX is not liable. You can find the Account Agreement at <https://www.cutx.org/assets/files/LZNFYOkw>. 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 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 case 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 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.

23. INDEMNITY.

You acknowledge and agree that you are personally responsible for your conduct while using the OLMB Services and any ancillary services offered thereunder 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 OLMB Service or any ancillary services offered thereunder, our reliance on your instructions, information or authorizations under this OLMB Agreement, your negligent or intentional action or inaction, the use of the OLMB 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 OLMB Service.

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, ancillary services and products, and/or changes that become available through the OLMB Service. You understand and agree that CUTX may update, or make changes to, the OLMB Service without prior notice to you. The Credit Union may amend this Agreement and any agreement relating to any ancillary services and products for which you have enrolled to use through the OLMB Service at any time or terminate the OLMB Service or ancillary services and products to you or all CUTX members at any time for any reason, with or without notice. 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 hereunder. Continued use of the OLMB Service or any ancillary services or products, as applicable, 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 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 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 the OLMB Service, including any of the ancillary services provided by the OLMB Service. 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 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, 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 OLMB services and we will restrict your access to OLMB 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 OLMB Agreement, 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 OLMB Service or ancillary products and services which may be accessed through the OLMB Service, including, but not limited to, all account agreements, the EFT Disclosure, Privacy Policy, and 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 OLMB Agreement 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 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 in our sole and absolute discretion. In order 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.

2. INTERNAL TRANSFERS

An Internal Transfer allows you to transfer funds between accounts held with CUTX. When you select the Transfers option, you may choose to transfer money between accounts you hold with CUTX. 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 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 at any time Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). CUTX processes Internal Transfers in real-time 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 OLMB Service is rejected, for any reason, if the internal transfer is tied to payment from your share to loan account, the payment may reinitiate over consecutive days. If the internal transfer is a transfer between your share accounts, it will attempt to reinitiate during the same day but once the date advances to the next processing day, the Internal Transfer will not reinitiate. In the event the rejected Internal Transfer between your share accounts is recurring and rejects on the same processing date, 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 OLMB Service, the Internal Transfer occurs immediately in real-time and cannot be cancelled or stopped, as such Internal Transfer is considered final. You cannot cancel or amend an Internal Transfer that has already processed. When you set up a future dated or recurring Internal 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. For future-dated and recurring Internal Transfers scheduled from your share to your loan, you understand that you must contact CUTX ahead of the next scheduled transfer date for us to affect and cancel that Internal Transfer. You can reach us at (972) 263-9497 or (800) 314-3828. For Internal Transfers scheduled from your share to your other share, you understand that you must cancel that Internal Transfer ahead of the next scheduled transfer date within the OLMB Service. You understand and agree that it is your sole responsibility to affect any Internal Transfer you set up through the OLMB 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.

2. MEMBER TO MEMBER TRANSFERS

A Transfer to Another Member (M2M Transfer) allows you to transfer funds between accounts held with CUTX. When you select the Transfer to Another Member option, you are choosing to transfer money between accounts you hold with CUTX to another CUTX member (different membership account). You agree that your M2M Transfer instructions represent authorization for CUTX to complete each transfer you schedule. You represent and warrant that you have sufficient funds to cover each M2M Transfer you

schedule. You further understand and agree 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 a M2M Transfer at any time Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). CUTX processes M2M Transfers in real-time each Business Day. If you schedule an 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 in the source account (member receiving the M2M transfer). You further understand and agree that CUTX reserves the right in our sole and absolute discretion to change the M2M Transfer processing days and timeframes without prior notice to you. In the event an M2M Transfer you schedule within the OLMB Service is rejected, for any reason, if the M2M Transfer is tied to a transfer between a share to loan account, the payment may reinitiate over consecutive days. If the M2M Transfers is a transfer between share accounts, it will attempt to reinitiate during the same processing day, but once the date advances to the next processing day, the M2M Transfer will not reinitiate. .

you understand and agree that the M2M Transfer will not reinitiate. In the event the rejected M2M Transfer between share accounts is recurring and rejects on the same processing date, you understand and agree that such M2M 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 M2M Transfer that is not future dated, using the OLMB Service, the M2M Transfer occurs immediately and cannot be cancelled or stopped, as such M2M Transfer is considered final. You cannot cancel an M2M Transfer that has already processed. When you set up a future dated or recurring M2M Transfer, using the OLMB Service, you understand that you must contact CUTX ahead of the next scheduled transfer date for us to affect and cancel that M2M Transfer. You can reach us at (972) 263-9497 or (800) 314-3828. You understand and agree that it is your sole responsibility to affect any M2M Transfer you set up through the OLMB Service. In the event you set up a future dated or recurring M2M Transfer and choose to cancel the entire recurring M2M Transfer instructions, you understand and agree that all future recurring M2M Transfers for the respective series will not process.

3. EXTERNAL TRANSFERS.

An External Transfer (Transfers/External Account) 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 External Account option, you are choosing to transfer money from, or to, an External Account you hold with another financial institution. 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.

In cases where you have insufficient funds or other issues relating to the External Account that prevent or delay Credit Union of Texas from processing any Account Transfer under the terms of the Account Transfer Agreement set forth below; 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.

An External Transfer you schedule through the Transfers option 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 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). 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 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 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 OLMB Service rejects, for any reason, the External Transfer will not reinitiate. If 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 Transfers option, you can only cancel such transfer from the Scheduled Transfers option. When an External Transfer you schedule using the Transfers option displays in Transactions, 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 Transfers option by the Cut-off time no later than the date such transfer is set to process. If you have a recurring External Transfer that was set up by CUTX as viewed in Scheduled Activity within the Transactions section, you understand that you must notify CUTX five business days in advance of the process date for us to affect and cancel such External Transfer. 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.

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 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 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 (972) 263-9497 or (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. To use the OLMB 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. Enroll for use of the OLMB 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, 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 OLMB 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 OLMB Service in its entirety, including, but not limited to, and any ancillary services offered through the OLMB 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, 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.

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.

CHECK DEPOSIT AGREEMENT

The Online and Mobile Banking Master Terms and Conditions are fully incorporated into this Check Deposit Agreement. By enrolling for the Check Deposit Service, you are also enrolled into the OLMB Service and both the OLMB Agreement and this Check Deposit Agreement apply to your use of the Check Deposit Service. The Credit Union of Texas member (Member, You, or Your, regardless of case or plurality) who enrolls to use the Check Deposit Service within the OLMB Service, accepts all terms of this Check Deposit Agreement and the OLMB Agreement with Credit Union of Texas (Credit Union, CUTX, We, Us, or Our, regardless of case or plurality).

1. DEPOSIT CHECK SERVICE AND AVAILABILITY

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 or any joint owner or Authorized User designate as a deposit to 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 service for your willful misconduct, bad checks or fraudulent activities.

We can reject any image for any reason, without liability, even if a confirmation notice was provided. We will take reasonable measures to ensure that Deposit Check Service is available; but we are not liable for system failures or temporary service disruptions that cause 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 of functions of the Deposit Check Service or terminate the service at any time in our sole discretion.

2. BUSINESS DAYS AND PROCESSING TIMEFRAMES

You may send a check image to CUTX Monday through Sunday, 24 hours a day (except during scheduled

maintenance timeframes). CUTX defines a Business Day as Monday through Friday from 9:00 A.M. CT to 6:15 P.M. CT ("Business Day"). The Cut-off time to deposit a check image to process on the same Business Day is 6:15 P.M. CT ("Cut-off"). When a deposit you make falls on a non-Business Day (any federal holiday, Saturday, or Sunday), CUTX processes such deposit on the next Business Day. CUTX reserves the right to change the processing Cut-off time without prior notice to you in our sole and absolute discretion. The Deposit Check Service will not be available during maintenance periods or such other hours as established by CUTX from time to time.

3. ENDORSEMENT AND CHECK IMAGE

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 the check image. Your endorsement must be consistent with any endorsement specifications as set forth in your Account Agreements. 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 the check image, 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 are solely responsible for the quality of each check image you capture and deposit through the Deposit Check Service. CUTX is not responsible for any check image we do not receive.

4. UNACCEPTABLE DEPOSITS

You understand and agree that the items listed in this Section, below, are strictly prohibited and you are not permitted to deposit such items with your use of the Deposit Check Service. You further understand 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. The prohibited items are:

- a. Item that is stamped with a "non-negotiable" watermark or legend
- b. Item that contains evidence of alteration to the information on the check
- c. Item drawn on a financial institution located outside the United States and its territories
- d. Item issued in a non-U.S. currency
- e. Item that is incomplete
- f. Stale-Dated or Post-Dated Items
- g. Savings Bonds
- h. Third party check, i.e., any item that is made payable to another party and then endorsed to you by such party
- i. Starter or counter check
- j. Check which you know, should know, suspect or should suspect to be fraudulent
- k. Items previously converted to a substitute check or check image

- l. Deposits from the same account that the deposit is crediting
- m. Checks that have been previously returned as unpaid

5. REJECTED AND RETURNED ITEMS

You understand and agree that CUTX reserves the right, at our sole and absolute discretion, to accept or reject any check image that you attempt to deposit through the Deposit Check Service, even if the check image is error-free. You 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. You understand and agree that any initial credit to your Designated Account with your use of the Deposit Check Service 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. Upon our receipt of any unpaid returned item, you authorize CUTX to debit your Designated Account or any account you hold with CUTX. You understand 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, 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. You are responsible for verifying CUTX's receipt of your deposit by verifying that the deposit has been posted to the appropriate account in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission to CUTX.

6. FUNDS AVAILABILITY

Check images you send 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 deposit a check image using the Deposit Check Service, funds from that deposit may not become available for up to seven business days.

7. DEPOSIT CHECK LIMITS

Dollar limits for Deposit Check Service are displayed in the user interface for this service and are subject to change at any time without prior notice to you.

8. 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 agreements 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.

9. 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:

- a. Each check image 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.
- b. The amount, payee, signature(s), and endorsement(s) on the original paper check are legible, genuine, and accurate.

- c. You will not deposit or otherwise endorse the original paper check to any third party or person, including another financial institution.
- d. 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.
- e. There are no duplicate images of the original paper check other than the check image you capture of the original paper check.
- f. 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.
- g. You are authorized to enforce each check image you transmit or are otherwise authorized to deposit such check image on the behalf of the person entitled to enforce such deposit.
- h. You provided true, accurate, and correct information in any Application for the Deposit Check Service and continue to keep your information current with CUTX.
- i. You have not knowingly failed to communicate any material information to CUTX.
- j. 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.
- k. 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.
- l. **DISPOSAL OF ORIGINAL CHECKS** You must keep the original check for 10 business days after the deposit is reflected in your available balance. After 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 the original checks and expressly authorize CUTX to debit your account in the amount of any check which is deposited more than once, plus any charge-back fee.

10. TECHNICAL REQUIREMENTS TO USE SERVICE

You must provide, at our own expense, an Internet connection and all other computer hardware, software, including but not limited to a compatible Web browser, and other equipment and supplies required to use the Deposit Check Service. CUTX is not responsible for any third-party software you may need to use the Deposit Check Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter directly with the third-party software provider at time of download and installation.

11. INDEMNIFICATION

You agree to indemnify and hold harmless CUTX, its third party providers and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses that result from or arise out of (i) your wrongful acts or omissions or any person acting on your behalf in connection with your use of the Deposit Check Services, including without limitation (a) your breach of any provision, representation or warranty of this Agreement, (b) your negligence or willful misconduct or that of any third party on your behalf, (c) your misuse of the Deposit Check Services or by any third party within your control or on your behalf; and (ii) any deposit of a check made more than once.

12. 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, INCLUDING, 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.

13. LIMITATION OF LIABILITY

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

CUTX shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond CUTX's control.

ONLINE FINANCIAL MANAGEMENT SERVICES AGREEMENT

1. SERVICES

If you enroll in the Online Financial Management Services (the "OFM 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 OFM Service, you must be a current active CUTX member and enroll to use the OFM Service. The primary licensor for the OFM Service is Jack Henry & Associates, Inc. ("JHA"). In addition to all terms of other terms of the OLMB Agreement, by enrolling in OFM Service, you hereby agree to the following additional terms and conditions.

As provided in the terms of the OLMB Agreement, Credit Union may terminate the OFM Service at any time for any reason, with or without notice. CUTX and JHA is not responsible for errors or failures of its third-party service providers that result in the OFM Service being unavailable to you for use.

2. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR JHA BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE OFM SERVICE, 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.

3. DISCLAIMER OF WARRANTY

THE OFM SERVICE IS 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 AND NON-INFRINGEMENT. NO WARRANTY IS

PROVIDED THAT THE OFM SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE OFM SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE OFM 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 OF THE ABOVE 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 OFM SERVICE OR OF THE RESULTS OF YOUR USE OF THE OFM SERVICE.

4. INDEMNITY

You acknowledge and agree that you are personally responsible for your conduct while using the OFM Services 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 OFM Service, our reliance on your instructions, information or authorizations provided by you related to the OFM Service, your negligent or intentional action or inaction, any misuse by you of the OFM Service, any unauthorized use of the OFM Service, the use of the OFM Service by anyone using your User ID or Password and/or your breach of the terms applicable to the OFM Service or the OLMB Agreement, and the engagement in any activity related to the use of the OFM Service that may be illegal or fraudulent. The Credit Union and you agree that this paragraph shall survive the termination of this agreement and the OLMB Agreement and your use of the OFM Service.

5. 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 time to time in writing in connection with the OFM Service.

6. ADVICE REGARDING FINANCIAL TRANSACTIONS

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

7. AUTHORIZATION TO PERFORM AGGREGATION SERVICES

In order to use account Aggregation Services offered in the OFM Service (if made available to you), you will be required to provide login credentials such as user names and passwords ("Access Information") for web sites of the financial institutions with accounts containing your financial assets from which you desire to have data collected. 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 this information to you in conjunction with the OFM Service. You hereby grant to Credit Union 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 web site for an account or if you are unwilling to provide the Access Information, then you cannot use the Aggregation Service for the respective account.

8. PRIVACY

The terms of our Privacy Policy are applicable to the use of the OFM Services. To review our Privacy Policy, you may visit <https://www.cutx.org/about-us/disclosures-and-policies/privacy-policy>.