

DATCU CREDIT UNION ONLINE BANKING SERVICES AGREEMENT

Notice to Business, Association, and Organization Account Holders. Sections 7, 8, 15, 22, 23, 24, 25, 26, 27, and 28 of this Agreement are provided primarily for the benefit of consumers pursuant to the Electronic Fund Transfers Act and Consumer Financial Protection Bureau Regulation "E." The Act and Regulation do not apply to businesses, associations, or organizations or their Accounts (collectively, "business Account(s)"). If you are a business Account holder, Sections 7, 8, 15, 22, 23, 26, 27, and 28 apply to your business Accounts, but that does not mean we intend to expand the scope or coverage of the Electronic Fund Transfers Act and Regulation E to business Accounts. Sections 24 and 25 of this Agreement do not apply to business Accounts. Please refer to Section 2 below for business Account liability for unauthorized use of an electronic fund transfer Service and error resolution procedures for electronic fund transfers.

1. Scope of this Agreement and Defining Terms. This Agreement governs the DATCU Credit Union Online Banking Services (the "Services"). You must request each Service you wish to use, and each Service is subject to this Agreement. We may combine some requests for Services, such as the Online Banking and Bill Payment Services, so that the Services do not have to be requested separately. At the present time, the Services include:

- Online Banking and Mobile Banking
- Bill Payment
- Online Deposit Account Statements
- Secure E-Mail Messages Service

We may add additional services to the Online Banking Services from time to time, and any new services will be subject to this Agreement and any additional terms, conditions, and instructions provided to you when you request the new service. In this Agreement, the words "you," "your," and "user" mean (i) each Account Owner, (ii) any person authorized by an Account Owner to use the Services and transact business on the accessed deposit or loan Account, and (iii) any person given access to the User Name and Password to access an Account. "Account Owner" means a person who owns the Account accessed through the Services. "Primary Member" means the Account Owner whose member number is used when requesting the Services. "We," "our," "us," and "Credit Union" mean DATCU Credit Union and its service providers. By requesting, enrolling in, using, or authorizing any other person to use the Services, you agree to be bound by the terms of this Agreement and any additional terms, conditions, and instructions (collectively, "additional terms") we may provide to you in connection with a Service, all of which may be amended from time to time. You represent that you are authorized to enter into this Agreement on behalf of all persons who jointly own or are authorized to access your Accounts, and that all such persons will be bound by this Agreement. You authorize the Credit Union and its service providers to make Account transfers, bill payments, and provide any other online Services as we may offer and approve for you to use from time to time. The DATCU Credit Union Membership and Account Agreement is incorporated into this Agreement and continues to govern your Credit Union membership relationship and deposit accounts with us. This Agreement does not modify any other agreements you have with us except as expressly provided herein. In the event the terms of this Agreement or any additional terms for the Services conflict with any other agreement you have with us, the terms of this Agreement and the additional terms will control unless the terms of this Agreement or the additional terms expressly provide otherwise. Defined terms used in this Agreement but not defined in this Agreement shall have the same meaning as in the Membership and Account Agreement.

2. Additional Terms for Business, Organization and Association Accounts; Security Procedures, Liability for Unauthorized Use, and Error Resolution. You acknowledge and agree that any User Name and Password issued to a business Account in connection with a Service may be used for business purposes only and may not be used for personal, household, or family purposes. You agree to implement reasonable measures to ensure that your business Account User Names and Passwords are used for business purposes only. **You agree to indemnify and hold us harmless from any costs or damages that you sustain as a result of our carrying out your instructions. IN ANY EVENT, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THEM.** As additional security measures for business Accounts, you agree to regularly instruct and require each authorized signer to (i) memorize or keep User Names and Passwords in

a place of safekeeping and in the signer's sole possession, (ii) refrain from disclosing User Names and Passwords to any unauthorized third party, and (iii) use the User Names and Passwords for business purposes only. You agree to notify us immediately when you terminate an authorized signer's rights to use the User Names and Passwords and follow any instructions we provide. You acknowledge and represent that these security procedures provide a commercially reasonable degree of protection against unauthorized use of the User Names and Passwords in view of your business's particular circumstances. We assume no duty to discover any breach of security by you or any authorized signer or any unauthorized disclosure or use of a User Name and Password.

You acknowledge and agree that the issuance of a User Name and Password in connection with a business Account affords ready access to the Account by the person or persons authorized by the Account Owner, as well as any other persons who are provided access to the User Names and Passwords or who otherwise obtain the User Names and Passwords, whether by way of negligence, theft, collusion, or otherwise. As a result, and except as may otherwise expressly be provided in this Agreement, you acknowledge and agree that the Account Owner and all persons authorized by the Account Owner to use the User Names and Passwords are jointly and severally liable for their use and that we will not be liable for any loss resulting from the unauthorized use of a User Name and Password. The Account Owner and all of the authorized signers jointly and severally agree to indemnify, release, and hold us harmless from any claims, demands, expenses, losses, or damages, including legal fees and expenses, arising out of, resulting from, or directly or indirectly related to the issuance or use of any User Name and Password pursuant to this Agreement. You acknowledge and agree that you will not have the benefit of any consumer law limiting your liability with respect to unauthorized use of any User Name and Password issued for a business Account.

3. Description of the Services. The Services allow a user to access Credit Union Accounts via a personal computer or a mobile device to (i) perform fund transfers between and inquiries on eligible Accounts, (ii) manage and schedule bill payments with pre-established payees, (iii) receive deposit and share Account statements electronically ("Online Statements"), (iv) send and receive secured email messages within the Online Banking program, and (v) receive information about Credit Union services. We may change the scope and functionality of the Services from time to time, and this Agreement will continue to apply to any such changes. Some Services and transactions may not be available on all devices or for all Accounts. If you have any questions regarding the availability of the Services for certain Accounts, please contact us. We reserve the right to limit the Services in any manner or decline any transaction at any time without notice for security reasons or when other circumstances warrant. Except as otherwise provided in this Agreement, if we decide to limit or decline a Service, we will attempt to notify you in advance, when possible.

4. Access to the Services. The Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible occasionally for system maintenance and other necessary downtime. We will attempt to limit interruptions to the Services, but we are not responsible for failure to provide the Services due to system maintenance, other necessary downtime, and any unforeseen acts or circumstances outside of our control.

5. Using the Services. You represent that you are an Account Owner or an authorized user on any Account you access. You agree to follow any instructions we provide in connection with your use of the Services. You are responsible for the proper operation of your personal computer or mobile device and any Internet or cellular data service used to access the Services. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other person's use and enjoyment of the Services. You are required to maintain a valid and current email address on file with us for the purpose of notifying you of important information concerning your use of the Services and your Accounts. You agree to notify us promptly if your email address changes. All communications sent to us through the Services are our property. We are not responsible for any charges, expenses, or costs you may incur as a result of any use or misuse of a personal computer, mobile device, or any Internet or cellular data service. If you should experience an interruption while conducting a transaction using the Services, you should immediately logout of the Services and login again to verify whether the transaction was completed. If you cannot login to the Services, you agree to contact the Credit Union promptly to determine if the transaction was completed. In order to avoid duplicate transactions, you agree not to re-request a transaction performed during an interrupted session. If you conduct a duplicate transaction payable to a third party, we will not be responsible if the third-party refuses to refund the duplicate transaction amount.

6. Joint Owners and Other Authorized Users. Any Joint Owner or other person to whom an Account Owner or other user provides or gives access to the User Name and Password is authorized to provide instructions, transact business, and obtain information for all Accounts that may be accessed through the Services. We may rely on the instructions of any Joint Owner or other persons authorized to access or given access to the Services. If you are a

Joint Owner of a Credit Union Account under a different member number and you grant cross-Account transfer authority to that Account, you understand and agree that any person authorized to access the Primary Owner's Account will have authority to perform transfers and obtain available account information for the Account you have designated for cross-Account transfers. Owners of Accounts under a different member number may only provide cross-Account transfer authority to Accounts on which they are also an Owner.

7. Services. The following describes the Online Banking Services available at this time.

(a) Online Banking and Mobile Banking Services. With your User Name and Password, you may access the Online Banking and Mobile Banking Services to:

- Transfer funds between and make withdrawals from (via check sent to Primary Member) eligible Checking, Savings, and Money Market Accounts, and Other Credit Union Accounts (Cross-Account Transfers, subject to arrangement)
- Make loan payments from your Checking, Savings, and Money Market Accounts to the extent we allow such payments and perform other transactions on your loan accounts as we permit
- Review Checking, Savings, Money Market and loan account balances and transaction history for up to 2 years.
- Perform other Account services such changing your profile information and resetting your Security Code. Some Account services are not available when using the Mobile Banking Service.

Some of These Services May Not Be Available for All Accounts

(b) Bill Payment Service.

Using the Service; Prohibited Payees

You may use the bill payment Service within the Online Banking and Mobile Banking Services to make payments to third parties for bills owed by the Account Owner. You may not use the bill payment Service to pay bills for persons other than the Account Owner(s). You must be in good standing with the Credit Union to use the bill payment Service. Using the Online Banking Service, you may set up your own personal database of payees and establish one-time or recurring payments to the same payee. When you add payees to the bill payment Service, you must enter your Account number with the payee and the payment address exactly as those items appear on your payment stub, statement, or invoice. You agree to keep the payment data for each of your payees up to date at all times. In order to process your bill payments more efficiently, we may edit or alter the payment data you provide to us in accordance with standards and directives of the U.S. Postal Service and the payee. Bill payments may be made from your Checking Account only. You may not use the bill payment Service to make the following specific prohibited payments: (i) tax payments, (ii) court-ordered payments (for example, alimony, child support, and traffic ticket payments), (iii) payments to collection agencies, (iv) payments to payees with an address outside the United States, except for payees with an armed forces or a diplomatic postal code, and (v) payments for any illegal purpose. We may establish additional categories of prohibited payees by notifying you. If we inadvertently process a payment to a prohibited payee, the Payment Guarantee as provided in this Agreement will not apply, and we may refuse to process future payments to that payee. Bill payments will be made in U.S. dollars only and may be requested for a minimum of \$0.01 and a maximum \$10,000 per payment. We reserve the right to decline to pay any payee to whom you direct a payment, including a payee appearing on any list of the United States Office of Foreign Asset Control or if we believe in good faith that the payment is fraudulent. If we decline a payee, we will attempt to notify you, except in the case of the specific prohibited payments as set forth in this paragraph.

Bill Payment Procedure

One-time bill payments may be scheduled up to a year in advance. If you arrange for a one-time payment and the scheduled "Send On" date falls on a day we are not open for business (generally a weekend or a federal bank holiday), the payment will be processed on the first business day following the scheduled "Send

On” date. If you arrange for recurring payments to be made to the same payee and the scheduled “Send On” date for any given payment falls on a day we are not open, the payment will be processed as follows:

- If you selected the “Pay Before” option when you established the recurring payment, the “Send On” date will be the first business day prior to the scheduled “Send On” date.
- If you selected the “Pay After” option when you established the recurring payment, the “Send On” date will be the first business day after the scheduled “Send On” date.

If a “Send On” date is scheduled for the 29th, 30th, or 31st of any given month and that day does not exist for that month, the “Send On” date will be the last calendar day of the month.

By providing the bill payment Service with the names and account information of those persons or entities to whom you wish to make a payment, you authorize the Service to follow the payment instructions received from you. When the bill payment Service receives your payment instruction, you authorize the Credit Union or its service provider to deduct the funds from your designated Share Draft Account on the “Send On” Date. Once a bill payment has been scheduled, you agree to maintain sufficient available funds in your Checking Account to fund the bill payment at any time on or after the “Send On” date.

You authorize us and our service provider to choose the most effective method to process and present your bill payments, whether electronically, by paper check, or other means. Electronic payments typically reach the payee faster than check payments, but not all payees can receive electronic payments. You must schedule the “Send On” date for a bill payment far enough in advance for the payment to reach the payee by the actual payment due date. When you schedule a “Send On” date, the bill payment system will provide an “Deliver By” date. You agree to schedule bill payments so that the provided “Deliver By” date is on or before the actual payment due date, and not during any courtesy or grace period designated by the payee. Because there may be delays in posting a payment once it reaches a payee, we are not responsible if your payments are not posted on time due to delays of the payee or its designee, even if the payee receives the payment by the actual payment due date.

TO ENSURE THAT YOUR BILL PAYMENTS ARE POSTED ON TIME, YOU MUST BECOME FAMILIAR WITH YOUR PAYEE’S PAYMENT POSTING TIME ONCE THE PAYEE RECEIVES YOUR PAYMENT AND ADJUST THE TIMING OF FUTURE PAYMENTS ACCORDINGLY.

We also are not responsible for delays resulting from circumstances outside of our control such as weather, labor strikes, and U.S. Postal Service delays. For critical payments such as mortgage loan payments, we recommend scheduling the “Send On” date so that the provided “Deliver By” date is at least a few business days before the actual payment due date.

Bill Payment Processing; Insufficient Funds

Bill payment processing begins when we withdraw the funds from your Account, which will occur between 12:01 a.m. and 4 p.m. EST on the “Send Date.” You may not change or delete a bill payment transaction after processing has begun, but one-time and recurring bill payments can be cancelled using the Online Banking Service if they are cancelled before the “Send On” date. Recurring bill payments also may be cancelled by notifying us orally or in writing at the telephone number or address listed in Section 23 of this Agreement at least three business days before the “Send On” date. If you call us, we may require that you put your request in writing and get it to us within 14 days. Your notice must detail whether your cancellation applies only to certain recurring transactions or all transactions in the recurring stream. Same-day bill payment requests entered after our cutoff time of 2 p.m. CST on business days we are open, or on any days we are not open, will not be processed until the next business day.

Sufficient funds must be available in your Share Draft, and if necessary from any overdraft protection sources, on the “Send On” Date. If funds are not available, we will send an email to your email address on file with us notifying you that the bill payment could not be processed. The transaction will be canceled and you will be responsible for rescheduling the payment. You are responsible for any late payment fees, interest, and other charges your payee may impose if your bill payment is late due to any insufficient funds problems.

For each properly instructed payment, you will receive a transaction confirmation number. IF YOU DO NOT RECEIVE A TRANSACTION CONFIRMATION NUMBER, WE WILL NOT BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN MAKING PAYMENT, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED.

If a bill payment check or an electronic bill payment is not cashed or deposited or otherwise claimed by the payee within 90 days of issuance, we will place a stop payment on the payment and it may not be paid. In such case, the bill payment will be refunded to your Account and you will be responsible for satisfying any payment obligation you have to the payee. You additionally authorize the Credit Union to credit your Share Draft Account for any bill payment returned to us by the U.S. postal service or by any other party.

You agree to maintain a valid email address and a daytime contact telephone number with us for communication purposes regarding bill payment issues such as payment errors or questions. In the event that a payment is unable to be processed due to an error with the information provided by you or the payee, we will repost any drafted funds to your Account and notify you by email that the payment was not processed. It is your responsibility to regularly check your bill payment history, email account, and telephone voice mail for any messages from us regarding bill payments or reposted payments to your Account. You may be required to resubmit a bill payment request with updated payee or account information if we cannot complete a payment with the information you have provided.

Payment Guarantee

If a properly scheduled bill payment is not received by the payee on or before the “Deliver By” date, we will attempt to work with your payee to remove any resulting late fees and assessed finance charges. If the payee is unwilling or unable to remove the late fees and finance charges, we will pay those fees and charges directly to the payee. We may limit the amount of the finance charge we pay to an amount based on the amount of your payment rather than your account balance. In addition, we will attempt to add a note of explanation to your account to minimize any impact on your credit rating. This Payment Guarantee will apply to your payments provided the following conditions are met:

1. The payment was scheduled to be delivered on or before the payment due date of your bill, excluding any courtesy or grace periods.
2. The payment was not made to a prohibited payee or was not any of the following types of payments:
 - A payment to a payee with an armed forces or diplomatic postal code
 - A payment to settle one or more securities transactions
 - A payment to pay off special or delayed financing arrangements for purchases transactions
 - A payment to a credit counseling agency that pays creditors on your behalf
3. The information supplied by you is correct (including payee name and address).
4. Sufficient funds were available in your Checking or Money Market Account on the original “Send On” date.

We will only be responsible for direct fees and finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

Terminating the Bill Payment Service

You may terminate the Bill Payment Service at any time by notifying us in writing, provided that you have no outstanding or pending bill payments in process or scheduled at the time of termination. You are responsible for ensuring that all outstanding and pending bill payments are cleared or canceled before terminating the Service. Your notice of termination to us will be effective on the first business day following our receipt of your written notice. If we terminate the Bill Service pursuant to your request and there are outstanding or pending bill payments at the time of termination, you will remain responsible for those bill payments.

(c) **Online Statements Service.** By electing Online Statements, you agree to receive your Credit Union Share and Share Draft Account statements and all other disclosures and notices included with the paper account statement (collectively, “deposit Account statements”) electronically instead of in paper form. If you elect this Service, you will not receive your deposit Account statements in paper form, and you agree that electronic delivery satisfies our obligation to provide the deposit Account statement to you. Notwithstanding that we will provide your account statements electronically, we may choose to provide paper deposit Account statements by U.S. mail at any time in our sole discretion, but we are under no obligation to do so. The Primary Member agrees to maintain a valid e-mail address on file with us and promptly notify us if the e-mail address changes. We will send a courtesy e-mail notification to the Primary Member’s e-mail address when the Online Statements are available for review. If we send an e-mail notification to the Primary Member and it is returned to us undelivered, you agree that your responsibility to retrieve and review your account statements in a timely manner is in no way diminished. We reserve the right to terminate your Electronic Statements Service if an e-mail notification we send to the Primary Member is returned to us as undelivered within 30 days of our notifying the Primary Member by paper mail that an e-mail notification we have previously sent could not be delivered. If we terminate your enrollment in the Electronic Statements Service, account statements will be sent to the Primary Member’s address of record in paper form. Your Consent to Receive Online Banking Statements includes additional terms and conditions for the Online Statements Service.

(d) **Secure Email Messages Service.** The Online Banking Service contains a secure internal messaging e-mail feature. You may use this Service to send new messages to us and to review, save, and delete response messages received from us. The Service is generally available at all times for your questions, problems, or requests. The Service is not manned 24 hours-a-day, and there may be delay before we can respond to your messages. If you need immediate assistance, please call (940) 387-8585 or toll free at (866) 387-8585 during our business hours. Some requests may require further action by you before they can be acted upon. We are not responsible for e-mail communications sent to us through any e-mail system other than the secure internal messaging e-mail Service.

8. Limitations on Account Transfers from Savings and Money Market Accounts. In addition to any other transfer restrictions provided in this Agreement, government regulations restrict the number of automatic and preauthorized transfers from your Savings and Money Market Accounts to no more than a total of six per month per Account. Online Banking and Mobile Banking transfers and automatic overdraft protection transfers made from your Savings and Money Market Accounts are included when counting the permissible number of automatic and preauthorized transfers. If you exceed this limit, we may restrict your ability to make preauthorized and automatic transfers from the Account or we may close the Account. If we close the Account, funds on deposit will be transferred to your primary Savings Account.

9. Compliance with Law. You may not use the Services in any way that violates applicable law. You may not use the Services from any location where the content provided by the Services or use of the Services is illegal, and you assume all responsibility and risk of loss if you do so.

10. Device Requirements. You are responsible for the acquisition, maintenance, and protection of a personal computer or mobile device capable of accessing the Services, including maintaining up-to-date anti-virus and malware protection. Not all devices may work with the Services. You must have appropriate software and access to Internet service and/or a wireless service plan to access the Services, and you are responsible for all costs, fees, and expenses related to your personal computer or mobile device and any access service plans, including without limitation, data charges and fees. The Services may not be available on all networks or in some locations. We are not responsible for any losses, errors, or failures that occur as a result of any malfunction of your personal computer or mobile device or resulting from a technology virus or other harmful code. Nor are we responsible for problems of your Internet or cellular service provider or of any other service provider that may affect your access to the Services.

11. Account Security in General. You agree to exercise precautions to safeguard your identity, your Accounts, and your Account information. You agree never to give your personal information or Account information to anyone you do not know or whose identity you cannot verify. If you give your personal information to someone and that person uses your information to access your Account, you agree that such use will be deemed an authorized use for which you will be responsible. We will never contact you and ask you to give us your personal or Account

information, including your Social Security Number, User Name, Passwords, and Account numbers, over the telephone, by e-mail, or by text messaging. You agree not to disclose your personal information and Account information to unknown persons through these mediums for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, your electronic devices, or the Credit Union. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not be responsible unless required by law.

12. Safeguarding Your Password. You will access your Accounts via the Services by using a User ID and Password that will be assigned to the Primary Member. We may require additional login procedures in order to authenticate a user. You agree to keep your Password secure by memorizing it or keeping it in a safe place, not disclosing it to any third party other than those to whom you provide your express authorization, and you may not record or display the Password in such a manner that it will be accessible by unauthorized third parties. You agree not to leave your personal computer or mobile device unattended while logged into the Services, and you will promptly log off each time you finish using the Services. **You understand that any person having access to your Password or your equipment when logged into the Services will be able to access the Services and perform all transactions, including reviewing all available Account information and making transfers to other Accounts and persons.** You agree that use of your Password by you, any other applicant, any party to any of your Accounts that may be accessed by a Password, anyone you permit or authorize to use your Password, and anyone to whom you disclose your Password or give access to your Password is deemed an authorized use for which you will be liable. If you authorize another person to use your Password in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization. You are responsible for any transactions made by any such person until we have received and had a reasonable opportunity to act upon your notice of revocation.

You are responsible for reporting the loss, theft, or compromise of your Password to us as soon as possible after you learn of it or suspect that unauthorized use has or may occur. For your security, we may restrict access to the Services without notice if we suspect fraudulent activity.

13. Wireless Security and Mobile Devices. You understand that wireless communications may not be encrypted and that there are risks in accessing the Services with your mobile device. Subject to applicable law, you expressly agree to assume all such risks. Wireless communications may not be confidential or secure. Accordingly, you agree to exercise precautions to safeguard your mobile device, your identity, your Accounts, and your Account information. You agree never to provide your personal information or Account information to any person or through any wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to applicable law. You agree to notify us immediately if your mobile device is lost, stolen, or destroyed or if you change your email address or other contact information.

14. No Warranty. THE ONLINE BANKING SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET OR CELLULAR SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

15. Limitation of Liability. WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS IN ANY MATERIAL PROVIDED OR MADE AVAILABLE TO YOU IN CONNECTION WITH THE SERVICES. IF WE DO NOT COMPLETE A TRANSFER YOU HAVE REQUESTED, WE MAY BE LIABLE TO YOU, BUT ONLY FOR YOUR ACTUAL LOSSES AND DAMAGES UP TO THE AMOUNT OF THE TRANSFER. WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE, OR THE SERVICES. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL WE BE LIABLE:

- If you do not obtain a confirmation number at the time you initiate a transfer or payment.
- If, through no fault of ours, you do not have adequate funds in your Account to complete a transaction or your Account is closed.
- If you have not properly followed any applicable personal computer or mobile device, Internet or cellular data access, or user instructions.
- If your personal computer or mobile device fails or malfunctions or the Services were not properly working and such problem should have been apparent when you attempted the transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent us from making the transaction.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If you have not given us complete, correct, and current instructions so that we can process the transfer.
- If the error was caused by a system beyond our control, such as that of your Internet or cellular data access provider.
- If you do not authorize a transfer soon enough for your transfer to be made.
- If we have reasonable cause to believe that the transaction may be fraudulent.
- If you have closed the Account to or from which the transfer was to be made.
- Due to additional exceptions we may establish from time to time.

16. Indemnification. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD THE CREDIT UNION, ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL COSTS, CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE SERVICES OR IF YOU VIOLATE THIS AGREEMENT.

17. Additional Services. We may introduce new services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using new Services when they become available, you acknowledge and agree that those services are governed by this Agreement and any additional terms we may provide to you.

18. Overdrafts and Non-Sufficient Funds. You agree that your use of the Services shall be subject to our overdraft policies and the overdraft provisions as set forth in the Membership and Account Agreement. If there are insufficient funds available in your Account or from any other form of overdraft protection, we may not process a transaction you have requested. In such event, you understand and agree that you will be responsible for making alternate arrangements for the transaction. We are under no obligation to process a transaction for which sufficient funds are not available, and we are not required to notify you in such event. In the event we do decide to process a transaction for which sufficient funds are not available, we will charge the total cost of the transaction to you, including applicable overdraft fees or service charges as set forth in our Fee Schedule.

19. Stop Payment. You acknowledge and agree that you may not stop payment of Account transfers initiated through your use of the Services, except that you may cancel bill payment transactions subject to the bill payment terms set forth in Section 7 of this Agreement.

20. Amendments. We may add to, change, or delete the terms of this Agreement at any time subject to such notice as may be required by applicable law. If we send any notice under this Agreement to any Account Owner, all other Account Owners are deemed to have received notice. Your use of the Services following receipt of any such notice constitutes your acceptance of any such change. Use of the Services is subject to our policies, procedures, and existing regulations governing your Accounts and to any future changes to those policies, procedures, and regulations.

21. Termination of the Services. We may suspend or terminate this Agreement, one or more Services, and your use of the Services, in whole or in part, at any time in our sole discretion. We will notify you in advance when required by law. In some cases, it may be necessary to suspend or terminate your access to the Services without advance notice for security reasons. You or any other party to your Account may terminate one or more Services at any time by notifying us in writing or following termination instructions we provide. Some of the Services, such as the Bill Payment Service, are subject to additional terms of termination as provided in this Agreement. Termination will be effective after we have received your notification and have had a reasonable time to act on it. Termination by you only applies to the Services terminated and does not terminate your other Services or relationships with us. Termination of any Service does not affect the rights and obligations of the parties to this Agreement for transactions initiated before termination. Except as provided in this Agreement, termination of the Services by you or us does not affect your obligations or liability under this Agreement. . We will not be liable for payments that you fail to cancel, or that were made because you failed to notify us promptly that you were terminating the Services.

22. Fees. Use of the Services is subject to the fees as set forth in our Fee Schedule. You are also responsible for any fees charged to us by third parties in connection with your use of the Services. We may charge any Account on which you are an Owner for all such fees without advance notice to you.

23. Contact in Event of Unauthorized Transfer. If you believe your User Name or Password has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call or write to us at:

(940) 387-8585 or (866) 387-8585

**DATCU Credit Union
ATTN: Online Banking Department
P.O. Box 827
Denton, TX 76202-0827**

Telephoning us as soon as possible is the best way of keeping your possible losses down.

24. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. If you believe your Password has been lost, stolen, or compromised, you should change your Password immediately by accessing the "Change Password" feature in the Online Banking program.

Tell us AT ONCE if you believe your Password has been lost, stolen, or compromised. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

25. In Case of Errors or Questions about Your Electronic Transfers. Write to us or call us at the address and telephone numbers listed in this Agreement as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your Account statement. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

- (i) Tell us your name and Account number.
- (ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error.

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

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

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

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

26. Business Days. Our business days are Monday through Friday excluding federal holidays. DATCU observes all federal holidays in addition to Good Friday and Christmas Eve.

Our business days and hours are:

Main Office and all Branch Offices: Mon. – Fri. 9:00a.m. to 5:00p.m.

27. Documentation. All withdrawal and transfer transactions made using the Services will be listed on your monthly Account statement that you receive from us. You may also access your transaction history through the Online Banking or Mobile Banking Services. If you do not receive a monthly Account statement from us, we will send you a statement at least quarterly.

28. Confidentiality. We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

The Credit Union may use third-party service providers to perform some of the Services on the Credit Union's behalf. You agree that the Credit Union and its service providers may share your information with each other in order to provide the Services. The Credit Union requires its third-party service providers to implement and maintain administrative, technical, and physical safeguards to protect the security and confidentiality of your information.

29. Privacy. A full description of our privacy and security policies is available by clicking on the "Privacy Policy" and "Security Policy" links on the help page of the My DATCU Online Banking Service. As described in our Security Policy, DATCU Credit Union employs multiple levels of security designed especially for DATCU Credit Union. Your personal and financial information is stored in a secure area on our servers, and we do not use cookies to store your personal information.

30. Third Party Links. The Online Banking Services and our website may contain links to third-party websites. We do not provide, and we are not responsible for, any product, service, or content appearing on third-party websites. Third-party websites may be less secure than our website, and our privacy policies do not apply to those websites. Please review the privacy policies on all third-party websites before proceeding on those websites.

31. Notices. We may provide all notices to you under this Agreement (i) by way of the Secure Email Messages Service within the Online Banking Service, or (ii) to your email address on file with us, or (iii) by posting notices on our website at www.datcu.org. Notices sent by us are deemed to be sent on the date of the notice and are deemed to be received by you three business days after they are sent. Notice to any one of you constitutes notice to all of you. Except as otherwise provided in this Agreement, notices from you are deemed effective when we receive them.

32. Assignment. We may assign our rights or duties under this Agreement. You may not assign this Agreement to any other person without our written consent.

33. Enforcement of Rights. We do not waive our rights under this Agreement unless such waiver is in writing and signed by us. We may delay or decline to enforce any of our rights under this Agreement without losing our right to enforce them or any other rights we have in the future.

34. Severability. If any provision of this Agreement shall be declared invalid, unenforceable, or void as against public policy, that provision will not affect the validity, enforceability, or legality of any other provision.

35. Collection Costs and Attorney's Fees. If you fail to follow this Agreement, you will be liable to us for any resulting losses, costs, or expenses we incur. You authorize us to deduct any such losses, costs, or expenses from any eligible Account on which you are an Owner without prior notice to you. If we initiate legal action to collect any amount you owe us under this Agreement, you will be responsible to pay us for our reasonable attorney's fees and costs, subject to applicable law.

36. Headings. The titles and headings of the various sections of this Agreement are for the sole convenience of the parties and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

37. Governing Law. To the extent not preempted by applicable federal law, this Agreement is governed by and shall be construed in accordance with the laws of the State of Texas, and it is deemed executed in Denton County, Texas. You agree that if there is any inconsistency between this Agreement and any applicable law, regulation, or rule, the terms of this Agreement shall prevail to the extent that any such law, regulation, or rule may be modified by agreement between us.

Revised 05/2016