

Online Banking Service Agreement

The following information describes the types of electronic funds transfers which are available to members through Online Banking/Internet Access and your rights and responsibilities concerning those transactions, including your rights under the Electronic Funds Transfer Act. You may want to print or save this document for future reference. Please read this document carefully. Some of the information may not pertain to you.

Electronic Funds Transfer:

An Electronic Funds Transfer (EFT) is any transaction involving funds initiated through an electronic terminal, telephone line, computer or magnetic tape authorizing the credit union to debit or credit your account.

Types of Electronic Fund Transfers Available:

With your password and access to the World Wide Web you may make the following transactions at any time 24 hours per day: balance inquiries, account and loan history inquiries, check clearing inquiries, transfer from one of your accounts to another one of your accounts (under the same or another member number), loan payments to your loans, VISA payments to your VISA account.

Other available services through Online Banking include:

- The ability to download history files to be used to import files in Quicken or MS Money.
- You may request to be enrolled in Online Bill Payment Service.

Regulation D requires that no more than six (6) preauthorized automatic, audio response, telephone, or internet transfers may be made from your savings, money market, or club accounts during any one month. No more than three of these may be made by check, debit card, computer, or similar order to a third party.

Online Banking does not permit withdrawals or transfers to or from Individual Retirement Accounts, Certificate Accounts, or Escrow accounts.

Consumer Liability for Unauthorized Transfers:

CONTACT US AT ONCE if you believe your access device (password) has been lost or stolen. Telephoning is the best way to control your loss. Notice of unauthorized use must be confirmed in writing. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your access device without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 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 kept you from telling us, we may extend the time periods.



IN THE EVENT OF A LOSS OR AN UNAUTHORIZED TRANSFER, ERRORS OR QUESTIONS ABOUT YOUR EFTs:

Telephone: (409) 898-3770 or Toll Free 1-800-456-4684, or write to us at: Education First FCU
7025 Eastex Freeway
Beaumont, TX 77706

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following:

- a) Your name and account number;
- b) Description of the error you are unsure about, and why you believe it is an error or why you need more information;
- c) The dollar amount of the suspected error.

If you tell us verbally, we will require that you send us your complaint in writing within ten (10) business days or we may not credit your account. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete the investigation.

If we decide there was no error, we will send you a written explanation within 3 (three) business days after we finish our investigation. You may ask for copies of the documents that we used in the investigation.

Charges:

There are no monthly charges to maintain your Online Banking Access. There is no monthly service fee for using our optional Bill Payment basic services. Fees may be incurred by selecting expedited payment services or through the Popmoney (Person to Person Payments) service.

<u>Popmoney Send Amounts:</u>	<u>Applicable Fee</u>	<u>Popmoney Request Amounts:</u>	<u>Applicable Fee</u>
\$1.00 - \$249.99	\$0.50	\$1.00 - \$249.99	\$0.50
\$250.00 - \$999.00	\$0.75	\$250.00 - \$999.00	\$0.75
\$1,000.00 and Above	\$1.50	\$1,000.00 and Above	\$1.50
 <u>Popmoney Services</u>	 <u>Applicable Fee</u>	 <u>Bill Pay Exception Fees</u>	 <u>Applicable Fee</u>
PopMoney Stop Payment	\$20.00	Account to Account	\$2.95
e-Greetings	\$0.25	Pay Today	\$9.95
		Overnight Payment	\$14.95

Disclosure of Account Information to Third Parties:

Information about your account is confidential. We will not disclose such information to third parties except where necessary to complete a transfer, to report or confirm the condition of your account for a credit bureau, or in order to comply with a government agency, or court order or if you give us your written permission.

Receipts and Statements:

You will receive a statement monthly unless there are no transfers in a particular month. In any case you will get a statement quarterly.

Our Liability for Failure to Complete an Electronic Fund Transfer Transaction:

If we fail to complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for damages caused by our failure unless:

- 1) there are insufficient funds in your account to complete the transaction through no fault of ours;
- 2) the funds in your account are uncollected;
- 3) the funds in your account are subject to legal process;
- 4) the transaction you request would exceed the funds in your account plus any available overdraft credit;
- 5) we have reason to believe that the transaction requested is unauthorized;
- 6) the failure is due to an equipment breakdown which you knew about when you started the transaction at the terminal;
- 7) the transaction would exceed security limitations;
- 8) circumstances beyond our control that occur despite reasonable precautions.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from an actual error despite our procedures to avoid such errors.

Additional Terms and Conditions:

Each joint owner appearing on your Share Savings Account, regardless of whether his or her name appears on your Share Draft account, Certificates, IRA account, and Loan Accounts will have access to information associated with those accounts. This includes joint owners presently on your Share Savings Account and joint owners added in the future.

Overdrawing your account - You agree that you will not use Online Banking to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the credit union immediately upon request and the current fee for overdrafts. This paragraph does not apply to any action in connection with any line of credit account. In such cases, the line of credit agreement will govern these costs.

The Credit Union shall have as security for the payment of all indebtedness now and in the future owing any of the account owners to the Credit Union (whether direct or indirect), a security interest in all amounts credited to

the savings account, on all checks, drafts and other items delivered for collection by, for, or through any of the account owners. The Credit Union, without prior notice or demand, may charge such indebtedness against the savings account whenever the Credit Union believes that prospect of payment is impaired.

You agree that you will not use your Online Banking access for any transaction that is illegal under applicable federal, state, or local law. Such use would constitute default and/or breach of contract and may result in termination of service.

The credit union has the right to amend, change or cancel the services or access offered. We will notify you at least twenty-one (21) days before a change will take effect if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons.

Agreement:

In exchange for being granted access to Online Banking through the World Wide Web, I(we) agree to legally be bound by the following terms and conditions:

Liability for Unauthorized Transaction

I agree to contact you at once if I believe my Online Banking password has been lost or stolen or money is missing from my account(s). I also agree that if my monthly statement shows transactions which I did not make, and I do not contact you within sixty (60) days after the statement was mailed, I may not recover any money lost after that time. I AGREE IF I GIVE MY ACCOUNT NUMBER AND PASSWORD TO SOMEONE ELSE TO USE, I AM RESPONSIBLE FOR ANY USE BY THEM.

Deposits

I agree that when I deposit a check, share draft or other non-cash item, you have the right to collect those funds before you make the money available to me. If I deliver cash, checks or other items to an ATM operated by another financial institution for transmission to you for deposit in my account, I agree that my account does not have to be credited with that deposit until such time as the deposit is actually received and the funds are collected.

Mobile Remote Deposit User Agreement

The Mobile Remote Deposit capture services ("Services") are designed to allow you to make deposits to your checking account(s) from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Credit Union or its designated processor.

Acceptance of Terms

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your continued use of the Services

will indicate your consent to be bound by the revised Agreement. Education First FCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

Limitations of Services

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. Education First FCU is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as “For Mobile Deposit Only, Education First FCU, account #_____” or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish from time to time. Endorsements must be made on the back of the check(s) within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Credit Union account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check(s) into a Credit Union account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Credit Union account using the Services.

Check requirement (including image quality)

The image of an item transmitted to the Credit Union using the Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the

Check and any endorsements applied to the back of the Check). All Checks should be written in blue or black ink and have a watermark on the back.

Ineligible items

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks payable jointly, unless deposited into an account in the name of all payees;
- Checks previously converted to a substitute check, as defined in Reg. CC;
- Checks drawn on a financial institution located outside the United States;
- Checks that are remotely created checks, as defined in Reg. CC;
- Checks not payable in United States currency;
- Checks dated more than six (6) months prior to the date of deposit;
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account;
- Checks payable on sight or payable through Drafts, as defined in Reg. CC;
- Checks with any endorsement on the back other than that specified in this agreement;
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
- Checks that are prohibited by the Credit Union's current Membership Agreement with you;
- Checks that are in violation of any federal or state law, rule, or regulation.

Receipt of Items

We reserve the right to reject any item transmitted through the Services, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds

You agree that items transmitted using the Services are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Services is received and accepted before 2:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in three business days from

the day of deposit. Education First FCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other factors at the Credit Union's discretion which deems relevant.

Unpaid checks

You are solely responsible for verifying that Checks that you deposit by using the Services have been received and accepted for deposit by the Credit Union. Education First FCU will provide you with notices of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Credit Union credits your account for a Check that is subsequently dishonored and returned, you authorize the Credit Union to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Credit Union in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely or whether there is any claim or defense that the Check was improperly returned.

You understand and agree that since the original Check is your property, it will not be returned and the Credit Union may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You may not use the Services to deposit a substitute check and you may not deposit the original Check through the Services or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

Disposal of Transmitted Items

Upon your receipt of a confirmation from the Credit Union that we have received an image that you have transmitted. You agree to securely store the original Check for at least 30 calendar days from the date of the image transmission. During the time that the retained Check is available, you agree to promptly provide it to the Credit Union upon request. Should you fail to produce the original check, you authorize us to deduct that amount from your account. Promptly after the 30-day retention period expires, you agree to destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction.

Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit more than these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$5,000.00 per business day with a maximum dollar limit per item of \$5,000.00. We reserve the right to change these limits at any time without prior notice to you.

Errors

You agree to notify the Credit Union promptly of any suspected errors, omissions or discrepancies regarding

items deposited through the Services. If you do not notify the Credit Union within 30 days, after the applicable Credit Union account statement is sent to you, such statement regarding all deposits made through the Services shall be deemed correct. Subject to applicable law, any failure by you to notify the Credit Union of any error, omission or other discrepancy in accordance with this Agreement and your Credit Union Account Agreement shall relieve the Credit Union of any liability for such error, omission or discrepancy.

Errors in Transmission

By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. Education First FCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

User Warranties and Indemnification

- You will only transmit eligible items;
- You will not transmit duplicate items;
- You will not re-deposit or re-present the original item;
- All information you provide to the Credit Union is accurate and true;
- You will comply with this Agreement and all applicable rules, laws, and regulations;
- You are not aware of any factor which may impair the collectability of the item;
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware;
- You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision

Termination

We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Credit Union Services Agreement or any other agreement with us.

Ownership and License

You agree that the Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminated your right of the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Credit Union's business interest, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

Disclaimer of Warranties

You agree your use of the Services and all information and content (including that of third parties) is at your risk and is provided on an “AS IS” and “As Available” basis. We disclaim all warranties of any kind as to the use of the Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the Services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the Services will be accurate or reliable, and (iv) any errors in the Services or technology will be corrected.

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 profits, goodwill, use, data or other losses resulting from the use or the inability to use the Services 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 this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Education First FCU has been informed of the possibility thereof.