

Community Resource Credit Union

TERMS OF SERVICE, CONDITIONS, AND DISCLOSURES FOR INTUIT HOME BANKING

Welcome to Intuit - An Internet Home Banking Service that provides Community Resource Credit Union members FREE access to your Credit Union account(s) - anytime, day or night - from wherever you have an Internet connection.

First Time Users must agree to the Terms, Conditions and Disclosures, by clicking on the " Accept" button before using the Intuit Home Banking Service.

(Please read these Terms, Conditions, and Disclosures before applying for the Intuit Home Banking Service ("Intuit") with Community Resource Credit Union. You may print this document by clicking the "Print" button on your Internet Browser. After reading this document, if you wish to apply for the Intuit Home Banking Service, please indicate your acceptance of these Terms, Conditions, and Disclosures where indicated below.)

General. The terms, conditions, and disclosures that appear below apply to our Intuit Home Banking Service (the "Service"), including Mobile Banking, Bill Payment, Expedited Banking, and any other home banking-related services we may make available from time to time (collectively, the "Services"). If you apply for one or more Services, you agree that your use of Intuit will be governed by the terms of your Membership and Account Agreement, the Courtesy Pay Policy, these Terms of Service, Conditions, and Disclosures, our Privacy Policy and any additional terms, conditions or disclosures that may be provided to you when your application is approved. In these Terms, Conditions, and Disclosures, the words "we," "us," "our," "CRCU," and "Credit Union" refer to Community Resource Credit Union. "You" and "your" refer to each person who applies to use Intuit, and each account owner or other person authorized to transact business on any Credit Union account that may be accessed by way of Intuit.

Computer Equipment and Software. You will need to have a personal computer, an Internet connection, and an Internet browser such as Microsoft Internet Explorer 7.0 or higher, Mozilla Firefox 3.0 or higher, Safari 4.0 or higher or Google Chrome to use Intuit. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your Telephone or Internet service provider.

THE CREDIT UNION WILL ATTEMPT TO ASSIST YOU IN GAINING ACCESS TO YOUR ACCOUNT BUT WE DO NOT MAKE ANY WARRANTIES ON YOUR EQUIPMENT, HARDWARE, OR SOFTWARE, WITH RESPECT TO YOUR INTERNET SERVICE PROVIDER, OR WITH RESPECT TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

We are not responsible for any loss, damage or injury, whether caused by your equipment, your software, the Services, or Intuit. We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, your software, the Services or Intuit, except where the law requires a different standard. You agree to be bound by and to comply with any requirements in any user's guide, instructional manual or other instructions that we may provide to you in connection with Intuit or any other Services.

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 agree your use will be governed by these terms, conditions, and disclosure as well as any additional terms, conditions, and disclosures we may provide to you.

Overdrafts. You agree that your use of Intuit, your User ID, and your Password (hereafter referred to as your Personal Identification Number or "PIN") shall be subject to the Overdrafts provisions set forth in the Membership and Account Agreement and our Courtesy Pay Policy. If sufficient funds are not available in your account or from any form of overdraft protection and/or Courtesy Pay, Intuit may not process a bill payment that you have arranged for. In such event, you understand and agree that you will be responsible for making alternate payment arrangements with the payee or for rescheduling the payment through Intuit. You agree to be responsible for any late fees, finance charges, and any other fees that may be incurred due to any insufficient or unavailable funds.

PIN Security. You agree to keep your PIN in confidence, to refrain from disclosing your PIN to any third party, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree that the use of the PIN by you, any other applicant, any party to any of your accounts which may be accessed by the PIN, anyone you permit or authorize to use your PIN, and anyone to whom you disclose your PIN or give access to your PIN shall be

deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss, theft or compromise of your PIN to us as soon as possible after the loss, theft or compromise. For your security, in the event that someone tries to access your account without knowing your PIN, the system will lock out all access to your account after a third incorrect PIN entry. In such event, you must contact the Credit Union to have access to your account unlocked.

Electronic Communication. You expressly agree that we may send any required disclosure or information to you by electronic communication. The term "electronic communication" means a message transmitted electronically in a format that allows visual text to be displayed on electronic equipment such as a personal computer monitor.

Stop Payment. When you arrange for Intuit, you acknowledge and agree that you may not stop payment of account transfers initiated through your use of Intuit; provided, however, that under certain conditions you may stop payment of certain preauthorized payments through the Bill Payment Service. See the disclosure appearing below for more information concerning your right to stop payment of certain preauthorized bill payment transfers.

Termination of Intuit. You agree that we may terminate this Agreement and your use of Intuit at any time without notice. You or any other party to your account can terminate this Agreement and Intuit at any time by notifying us in writing. Termination by you will be effective on the first business day following our receipt of your written notice. If you close your Share Draft (Checking) account, you agree to notify us if you are an active Bill Payment Service user. If you cancel your Bill Payment Service with us all scheduled and unprocessed payments will be canceled. In such event, you agree to be responsible for ensuring that your payees receive timely payment by an alternate payment method and we will not be responsible for any late fees, finance charges or other charges that you may incur if you fail to do so. Except for pending transactions with the Bill Payment Service that will be canceled, termination of this Agreement or Intuit will not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination. Notwithstanding your termination of this Agreement or Intuit, you will remain responsible for any transactions initiated by any person to whom you have furnished your PIN.

Amendments to this Agreement. We reserve the right to amend this Agreement and to change the terms and conditions governing Intuit at any time subject to such notice as may be required by applicable law. Your use of Intuit following receipt of any such notice will constitute your acceptance of any such change. Your use of Intuit is subject to existing laws and regulations governing your accounts and any future changes to those laws or regulations.

Enforcement and Governing Law. To the extent permitted by law, you agree to be liable to us for any liability, loss or expense that we may incur as a result of any dispute involving your accounts or Intuit. You authorize us to deduct any such liability, loss or expense from your account without prior notice to you. This Agreement shall be governed by and construed in accordance with all applicable federal laws, all applicable substantive laws of the State of Texas, and by the bylaws, policies, and rules of the Credit Union as they now exist or may be amended hereafter. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent that any such law, regulation or rule may be legally modified by agreement between us.

Privacy Policy. Community Resource Credit Union is committed to providing you financial products and services to meet your needs and reach your financial goals. We are equally committed to protecting our members' privacy. You can be confident that your financial privacy is a priority of this Credit Union. To access our privacy policy log on to our web site at www.crcu.org or follow this link <https://www.crcu.org/privacy.htm> to review our Privacy Policy and for an explanation about how we collect, use and safeguard your personal financial information. If you have any questions, please contact a member services representative at 281.422.3611.

ELECTRONIC FUND TRANSFERS DISCLOSURES

The following disclosures provide important information concerning your rights and responsibilities when you make transfers to and from your accounts using Intuit or any of the other Services.

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

(281) 422-3611 or (800) 238-3228

**Community Resource Credit Union
PO Box 3181, Baytown, TX 77522-3181**

Transfer Types and Limitations.

Account Access Service. The following transactions are available through Intuit and the Mobile Banking Services:

- Perform account balance inquiries and transaction history inquiries.
- Transfer funds between your eligible accounts under the same member number, including loan payments. Transfers between other member accounts also may be performed. Although most accounts are eligible for transfers using the Services, some accounts, such as IRA accounts, are not eligible.
- Download your account information to Quicken or Microsoft Money financial software programs.
- Make bill payments to designated merchants, persons or entities permitted by the Credit Union.
- Obtain information (payee, amount, Processing Date, payment status, etc.) about your bill payments.
- Communicate with us through messaging.
- Conduct other transactions permitted by the Credit Union.
- Transactions involving your accounts, including Share Draft (Checking) account stop payment requests, are subject to the terms of your Membership and Account Agreement.

Bill Payments. CRCU's Bill Pay feature of Intuit is a service to Community Resource Credit Union by (Fidelity National Information Services) FIS. Members can set up bills to be paid on a fixed or variable schedule. Payments can be made electronically (ACH) or by check depending on the payee. Payments normally take 3 business days for electronic and 7-10 business days for a check to reach the payee.

- Payees can be selected from a national list supplied by FIS or can be added if not on the list. The member is solely responsible for accurately keying in the payee and account information when setting up payments. Incomplete or inaccurate information could result in no payment being made.
- Bill payments may be transacted from your Share Draft (Checking) accounts only. FIS will allow you to set up your own personal database of payees and establish one-time or recurring monthly payments. You may not make bill payments to governmental agencies or courts, or to payees outside of the continental United States. We reserve the right to refuse to pay any payee to whom you direct a payment. If we decide to refuse to pay a payee, we will notify you promptly except in the case of prohibited payees as set forth in this paragraph.
- By providing FIS with the names and account information of those persons or entities to whom you wish to direct payment, you authorize Intuit to follow the payment instructions that it receives from you. When Intuit receives a payment instruction from you, you authorize Intuit to debit your Share Draft (Checking) account and remit the funds on your behalf so that the funds arrive as close as reasonably possible to the Payment Due Date designated by you.
- It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Because of circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even a few days longer to be credited by your payee to your account. For that reason, we strongly recommend that you schedule all bill payment processing dates at least ten business days before the actual payment due date of each bill. You are responsible for any late payment charges, finance charges or other charges that may be assessed by your payee as a result of late payment if you do not comply with this procedure. The "Processing Date" is the date the funds for the bill payment will be withdrawn from your Share Draft (Checking) account and sent to the payee.

Limitations on Transfers from Your Credit Union Money Market Accounts. Government regulations restrict the number of preauthorized, automatic, and telephonic transfers (including transfers by way of data transmission) from your Credit Union Money Market accounts to no more than six (6) per month. Transfers from your Money Market accounts made through your use of the Intuit Home Banking Service and the Mobile Banking Services are included when computing the permissible number of monthly transfers made. Home banking transfers from your Money Market accounts to make payments on your loans with us do not count against this limitation. If you exceed the number of transfers permitted, your account may be subject to closure.

Fees. For fees applicable to the Services, refer to the Rate and Fee Schedule as provided by the Credit Union. A copy is available upon request from the Credit Union at the address specified in the Contact in Event of Unauthorized Transfers section above or on the web at www.crcu.org.

Business Days. Our business days are Monday through Friday except for holidays.

Documentation. All payments and other transactions made using Intuit or any of the other Services will be reflected in the account information you receive through the Service. In addition, all payments and transactions made using Intuit will

be listed on your monthly account statement that you receive from us. If you have no electronic fund transfers in a particular month, you will receive an account statement at least quarterly.

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

Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. If you believe your PIN has been lost, stolen or compromised, you should change your PIN immediately using Intuit.

- Tell us AT ONCE if you believe you're PIN has been lost, stolen or compromised.
- Notifying us by phone is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if any). If you tell us within two business days, you can lose no more than \$50 if someone used your PIN without your permission.
- If you do NOT tell us within two business days after you learn of the loss or theft of your PIN, and we can prove we could have stopped someone from using your PIN 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 sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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.

Preauthorized Payments.

Right to Stop Payment and Procedure for Doing So. If you have arranged to have bill payments made from your account using the Services, you can stop any of these payments from being processed if you delete the transaction before the date you have designated as the Processing Date. You may also stop payment of a transaction by calling or writing to us at the telephone number and address listed in the Contact in Event of Unauthorized Transfers section above.

If you call or write, you must notify us in time for us to receive your request three business days or more before the Processing Date. In addition, if you call we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments within the time limits set forth above, and we do not do so, we may be liable for your losses or damages.

Credit Union Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet access, or user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or any of the other 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 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 a transfer or bill payment.
- If the error was caused by a system beyond our control, such as that of your Internet service provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.

- If we make a timely bill payment but the payee does not credit your payment promptly after receipt.
- If there are other exceptions that we may establish from time to time.

In Case of Errors or Questions about Your Electronic Transfers.

In case of errors or questions about electronic funds transfers from your checking and share (savings) accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call or write us at:

(281) 422-3611 or (800) 238-3228

**Community Resource Credit Union
PO Box 3181, Baytown, TX 77522-3181**

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can why you believe the credit union has made an error or why you need more information.
- 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 (10) business days. We will determine whether an error has occurred 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 our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) 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.

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE: If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

If there is an error on an electronic transfer made through the Bill Payment Service, please contact us at the address set forth in the Contact in Event of Unauthorized Transfers section above for error resolution.

Availability. Intuit and all other Services will be available at the discretion of the Credit Union. Typically, Intuit and all other Services will be available 24 hours a day, 365 days a year except when scheduled maintenance is performed. However, the Credit Union takes no liability in regards to the availability of Intuit or the other Services.

DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, COMMUNITY RESOURCE CREDIT UNION (AND ITS SERVICE PROVIDERS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

COMMUNITY RESOURCE CREDIT UNION AND ITS SERVICE PROVIDERS AND SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMMUNITY RESOURCE CREDIT UNION OR INTUIT THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY.

YOU AGREE THAT NEITHER COMMUNITY RESOURCE CREDIT UNION NOR ITS SERVICE PROVIDERS AND SUPPLIERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN REFER TO AS DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF COMMUNITY RESOURCE CREDIT UNION OR ITS SERVICE PROVIDERS AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

You agree that Community Resource Credit Union's service providers and suppliers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if they were each a party to this Agreement.

Community Resource Credit union MOBILE Banking Agreement

1. Defining Terms and Scope of Agreement. This Agreement governs use of the Credit Union's Mobile Banking Services (the "Services"). In this Agreement, the words "you" and "your" mean each person who is an Account owner or is authorized by an Account owner to use the Services or to transact on the accessed deposit or loan Account. "We," "our," "us," and "Credit Union" mean the credit union named above. By enrolling in, requesting, using, or authorizing any other person to use the Services, you agree to the terms of this Agreement, which we may amend from time to time. You also authorize the Credit Union to make Account transfers, bill payments, and perform any other additional transactions via the Services as we may offer and you may request from time to time. This Agreement and any additional terms and conditions we may provide to you in connection with the Services supplement and are a part of your Home Banking Agreement with us. Your Membership and Account Agreement with us also continues to govern your Credit Union membership and deposit accounts, and this Agreement does not modify any other agreements you have with us except as 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 any additional terms for the Services will control unless the terms of the other agreement expressly supersede this Agreement.

2. Description of the Services. The Services allow you to access your Credit Union Accounts with your mobile device to (i) perform fund transfers between your Accounts, (ii) manage and schedule bill payments with payees you have pre-established through the Home Banking service, and (iii) perform certain transaction inquiries and Account transactions. Bill payment services are subject to the bill payment agreement(s) we have with you. We reserve the right to limit the Services in any manner or refuse any transaction at any time without notice to you.

3. Access to the Services. The Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for brief periods each week 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, or any unforeseen acts or circumstances outside of our control.

4. 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 mobile device and any Internet or cellular data service used to access the Services. 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 use or misuse of your 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 if your transaction has been completed. If you cannot login to the Services, you agree to contact the Credit Union promptly to determine if the transaction has been 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.

Government regulations restrict the number of automatic and preauthorized transfers from your Money Market Accounts to no more than an aggregate of six per month per Account. Automatic overdraft protection transfers made from your Money Market Accounts to cover transactions made from your Checking Account are included when counting the permissible number of monthly transfers. We may refuse to complete a transfer or we may suspend your access to the Services and other electronic fund transfer services if you exceed these limitations.

5. 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.

6. System Requirements. To use the Services, you must be enrolled in the Home Banking service and download our Mobile Banking App through an approved application provider such as the Apple® App Store or Android® Market. There is no charge for the Mobile Banking App, but you may incur Internet or data charges when downloading the App. You are responsible for acquisition and maintenance of a mobile device capable of accessing the Services. You must have 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 mobile device and access service plans, including without limitation, data and text messaging charges and fees. The Services may not be available through some networks or in some locations. We are not responsible for any problems or failures related to your mobile device, Internet or cellular service provider, or any other service provider that may affect your access to the Services.

7. Safeguarding Your Access Code. You will access your Accounts via the Services by using your Home Banking Access Code ("Code"). We reserve the right to require additional login procedures in order to authenticate the user. You agree to keep your Code 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 will not record or display the Code in such a manner that it will be accessible by unauthorized third parties. You agree not to leave your 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 Code will be able to access the Services and perform all transactions, including reviewing Account information and making transfers to other Accounts and persons.** You agree that use of your Code by you, any other applicant, any party to any of your Accounts that may be accessed by the Code, anyone you permit or authorize to use your Code, and anyone to whom you disclose your Code or give access to your Code is deemed an authorized use for which you will be liable. If you authorize another person to use your Code 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 you notify us in writing that transfers by that person are no longer authorized and we have had a reasonable opportunity to act upon your notification.

You are responsible for reporting the loss, theft, or compromise of your Code 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.

8. Internet and Wireless Security. 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. 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. We will never contact you by telephone, text messaging, email, or otherwise and ask you to

provide us your personal or Account information, including your Social Security number, user name, Access Code, and Account numbers. You agree not to disclose your personal 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, or the Credit Union. You agree to notify us immediately if your mobile device is lost, stolen, or destroyed or if you change your telephone number, email address, or other contact information. You understand that, if your mobile device is lost or stolen, you may not receive important messages that we have sent to you. We are not responsible for messages not received from us and any associated messaging fees. If you fail to exercise reasonable care to protect your identity and safeguard your mobile device and Accounts, we will not be liable, subject to applicable law.

9. No Warranty. THE MOBILE 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.

10. 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 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, 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 mobile device, Internet or cellular data access, or user instructions.
- If your 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 you have closed the Account to or from which the transfer was to be made.
- We may establish other exceptions from time to time.

11. 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.

12. 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.

13. Overdrafts and Non-Sufficient Funds. You agree that your use of the Services shall be subject to our overdraft policies and the overdraft provisions 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 any overdraft fees or service charges.

14. 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 if you complete the cancellation before the cutoff time we have specified in our bill payment agreement with you.

15. 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. 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.

16. Termination of the Services. We may terminate this Agreement and your use of the Services, in whole or in part, at any time without notice. You or any other party to your Account may terminate the Services at any time by notifying us in writing or following any other termination instructions we may provide. Termination will be effective after we have received and have had a reasonable time to act on your notification. Termination by you only applies to the Mobile Banking Services and does not terminate your other relationships with us. When you terminate the Services, any scheduled and unprocessed bill payments will not be canceled. If you wish to cancel scheduled bill payments, you must access the bill payment service through the Home Banking program.

17. Enforcement and 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 Harris 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.

18. Fees. Use of the Services is subject to applicable fees as set forth in our Truth-in-Savings Fee Schedule and other agreements we have with you. 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.

19. Contact in Event of Unauthorized Transfer. If you believe your Code 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:

(281) 422-3611 or (800) 238-3228

**Community Resource Credit Union
PO Box 3181
Baytown, TX 77522-3181**

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

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

Tell us AT ONCE if you believe your Code 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 Code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Code, 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.

20. 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.

21. Business Days. Our business days are Monday through Friday excluding federal holidays.

22. 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 Home Banking service. If you do not receive a monthly Account statement from us, we will send you a statement at least quarterly.

23. 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.