

Thank you for using KBRHFCU Mobile Banking combined with your handheld text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 59289. To cancel, text "STOP" to 59289 at any time. In case of questions, please contact member service at 713-753-3022 or email, creditunion@kbrhfcu.org.

KBRHFCU: Privacy Policy

Terms and Conditions

Program

KBRHFCU offers members mobile access to their account information (e.g., checking balances and recent transactions) via SMS, as well as the option to set up account alerts (e.g., low-balance alerts). Enrollment requires identifying the user's banking relationship and providing a mobile phone number. The user verifies the mobile phone number by receiving an SMS message with a verification code, which they must enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the member. This program will be ongoing. Message & Data rates may apply. Members will be allowed to opt out of this program at any time.

Questions

You can contact us at 713-753-3022 or email, creditunion@kbrhfcu.org. We can answer any questions you have about the program.

To stop the program:

To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 59289. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions

By participating in Mobile Banking, you agree to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, Metro PCS

Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of KBRHFCU or any service provider.

Privacy and User Information

You acknowledge that in connection with your use of Mobile Banking, KBRHFCU and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). KBRHFCU and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. KBRHFCU and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and Software for purposes of verifying compliance with the law, these terms and conditions, and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use

You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized, or improper manner or purpose and will only use it in compliance with all applicable laws, rules and regulations, including all

applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate:

(i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;

(ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers;

(iii) material or data that is illegal, or material or data, as determined by KBRHFCU (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of KBRHFCU or any third-party service provider involved in the provision of Mobile Banking;

(iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;

(v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;

(vi) any material or information that is false, misleading, or inaccurate;

(vii) any material that would expose KBRHFCU, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or

(viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to:

1. access any software or services for which your use has not been authorized; or
2. use or attempt to use a third party's account; or
3. interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other members of Mobile Banking or the Software; or
4. Otherwise abuse Mobile Banking or the Software.

Use of Google Maps

You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Remote Deposit Capture Disclosure

The Remote Deposit Capture service allows you to deposit into your checking or savings account from home or other remote locations by taking a picture (capturing) the front and back of the check and delivering the image and associated deposit information to the Credit Union.

Eligible Checks

You agree to capture and deposit checks that are:

- Payable only to you or another account owner on the designated account.
- Checks that do not contain any obvious alterations to any fields on the front of the check which you know, or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

- Checks that are not previously converted to a substitute check, as defined in Reg CC.
- Checks that are not drawn on a financial institution outside of the United States.
- Checks that are payable in United States dollar currency only.
- Checks that are drawn on us (KBRHFCU) will NOT be accepted.

Image Quality

The check image must be legible and comply with requirements established by the American National Standards Institute, Federal Reserve Board, or any regulatory agency, clearing house, or association.

Endorsement and Procedures

You agree to endorse any check transmitted through the Remote Deposit Capture service with the full signature of the payee as it appears in the “payee line” of the check with “For Remote Deposit” underneath your signature. You are responsible for any loss we incur from a delay in processing or an error resulting from an irregular endorsement or other markings by you.

Receipt of Items

We reserve the right to reject any item transmitted through this service, at our discretion, and we may limit the amount or number of items you can deposit with this service in a day or in a given period of time. If we doubt collectability, we may place holds until we receive funds from the institution on which the item is drawn. We are not liable for items we do not receive or for images that are not transmitted completely. If an item you transmit for deposit is dishonored, rejected, or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to, and you will be assessed a fee as disclosed in the fee schedule.

Availability of Funds

You agree that checks transmitted using these services are not subject to the fund's availability requirements of Reg CC. Remote Capture Deposits confirmed as received before 3:00 pm CST on a business day should be available to the account within 3 business days of receipt. Deposits received after 3:00 pm CST on a business day and deposits received on a holiday or non-business day should be available to your account within the next 3-4 business days of the following business day.

Disposal of Transmitted Items

Upon confirmation that your account has been credited, you agree to prominently mark the item as "Processed". You shall securely store the original item(s) for 60 calendar days. After that point, you may destroy the item(s).

Errors

You agree to notify us immediately of any suspected error regarding your use of the service. You may notify us by calling us at 713-753-3022 or by writing us at KBRHFCU, 601 Jefferson St, KT-02, Houston, TX 77002. Any transactions made through the service will appear on your monthly account statement. You understand and agree that you are required to notify us of any error relating to use of the service by no later than sixty (60) calendar days after the date of the monthly account statement on which the allegedly erroneous transaction appears or should have appeared. You are responsible for any errors that you fail to bring to our attention within such time.

Indemnification Obligation

You understand and agree that you are required to indemnify KBRHFCU and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses arising from the use of the Remote Deposit Capture service. You agree to hold KBRHFCU harmless from

any loss for breach of the warranty provision, such that you warrant to KBRHFCU that:

- A. You will only transmit eligible items that are properly endorsed.
- B. Images will meet the image quality standards.
- C. You will not submit duplicate items.
- D. You will not deposit or re-present the original item once it has been scanned and sent through this service unless specifically requested to do so by KBRHFCU.
- E. All information you provide to KBRHFCU is accurate and true.
- F. KBRHFCU will not sustain a loss because you have deposited an image.
- G. You will comply with the original and any subsequent provisions of the agreement and all applicable rules, laws, and regulations.

Service Charges

All charges associated with check deposit are disclosed in our [Fee Schedule](#). You agree to pay related account transaction fees and charges in accordance with our current Fee Schedule, as amended from time to time. You authorize us to automatically charge your Account for all such fees incurred in connection with the Remote Deposit Capture Service.

Limitations of Liability

You agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own or use to access Remote Deposit Capture, which includes the security of any wireless or internet service or network you may be utilizing. You agree that KBRHFCU 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

incurred by you or any third party arising from or related to the use of, inability to use, or termination of the use of any Remote Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law. KBRHFCU has the right, at any time deemed necessary, to revoke eligibility for Remote Deposit Capture or any other services offered by KBRHFCU.

Standard Deposit Amount Limits are \$1,500 for a single item and \$2,000 aggregate within a day. We reserve the right to change these limits at our discretion, and we may limit the number of items you can deposit with this service in a day or in a given period of time.

The Credit Union has the right to deny use of this service at any time deemed necessary. By clicking OK or Continue, you agree to the terms and conditions in the disclosure.

Face ID™ for Mobile Banking

Face ID is a biometric facial recognition sign-in method for KBRHFCU Mobile Banking and is available on compatible Apple® devices. To use Face ID, you must first set up Face ID on your device by going to **Settings > Face ID & Passcode** and following the on-screen instructions. For assistance with setting up Face ID, please visit [Apple Support](#).

Facial recognition data is stored only on your device. KBRHFCU does not collect, store, or have access to your Face ID information. By enabling Face ID, you acknowledge and agree that anyone whose facial recognition data is enrolled on your device may be able to access your personal and payment account information through KBRHFCU Mobile Banking.

KBRHFCU reserves the right to suspend or disable this feature at any time. Face ID can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your face, you may sign in using your username and password.

To use Face ID for Mobile Banking on multiple devices, you must enable and configure Face ID separately on each compatible device.

You may enable or disable Face ID at any time through the Services menu within KBRHFCU Mobile Banking.

Apple and Face ID are trademarks of Apple Inc. Face ID sign-in for KBRHFCU Mobile Banking is available only on compatible iOS devices that support Face ID.

Card Controls Additional Terms

The following supplemental Terms of Use (“Supplement”) apply to the card controls feature (“Card Controls”) within the Mobile Banking mobile application (“Mobile Banking App”), notwithstanding anything in the Agreement to the contrary. This Supplement applies only to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit and credit cards issued by KBRHFCU that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact KBRHFCU to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed, or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.
4. Card Controls may enable access to KBRHFCU and third parties’ services and web sites, including GPS locator websites, such as

Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third-party services, KBRHFCU, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES

OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflict-of-law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

KBRHFCU Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then these Alerts Terms of Use do not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts

Your enrollment in KBRHFCU Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your KBRHFCU account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. You can access these Additional Alerts from the More menu in KBRHFCU Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old alerts. We usually notify you when we cancel Alerts but are not obligated to do so. KBRHFCU reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery

We may provide Alerts through one or more channels ("End Points"):

- (a) a mobile device, by text message;
- (b) a mobile device, by push notification;
- (c) an email account, by e-mail message; or
- (d) your KBRHFCU Online Banking message inbox, by email message. You agree to receive Alerts through these End Points, and it is your responsibility to determine that each of the service providers for the End Points described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your End Point service provider. Alert frequency varies by account and preferences. You agree to provide us with a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us regarding your primary and secondary email addresses or mobile device number.

Alerts via Text Message

To stop Alerts via text message, text "STOP" to 59289 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in KBRHFCU Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS

text alerts, text “HELP” to 59289. If you have questions, please contact member service at 713-753-3022. Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, Metro PCS.

Limitations

KBRHFCU provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factors affecting your mobile phone service provider, internet service provider(s), and other factors outside KBRHFCU's control. We guarantee neither the delivery nor the accuracy of the contents of each Alert. You agree not to hold KBRHFCU, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or otherwise directed delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information

As Alerts delivered via SMS, email, and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

FISERV Privacy Policy

Privacy and User Information – Data Analytics.

You acknowledge that in connection with your use of Mobile Banking, KBRHFCU and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. KBRHFCU and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for KBRHFCU Mobile Banking that may be available on certain Android® mobile devices with a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored only on your device, and KBRHFCU never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within KBRHFCU Mobile Banking. KBRHFCU reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g., password). To use Fingerprint Login for Mobile Banking on multiple devices, you must set it up on each device. You can enable or disable Fingerprint Login at any time within KBRHFCU Mobile Banking.

Android is a trademark of Google Inc.

Account-to-Account Transfer Terms of Service

1. Introduction.

This Account-to-Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and KBRHFCU (hereinafter "we" or "us") in connection with the Account-to-Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account-to-Account Transfer Service and the portion of the Site through which the Account-to-Account Transfer Service is offered.

2. Description of Account-to-Account Transfer Service.

The Account-to-Account Transfer Service (the "Account-to-Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

- "Instant Transfers" means functionality, to the extent made available by us, that uses Payment Networks designed to transfer funds on the same day or sooner between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. Instant Transfers are only available for financial institutions and applicable Accounts that are enabled to send and receive such Instant Transfers. Not all financial institutions and/or Accounts are available to participate in Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary

based upon the funds availability policy of each financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of "Service".

3. Definitions.

(a) "Account" means a checking, or savings account that is either an Eligible Transaction Account or External Account, as applicable.

(b) "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

(c) "Affiliates" are companies related by common ownership or control.

(d) "Business" means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Account-to-Account Transfer Service.

(e) "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

(f) "Consumer" means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.

(g) "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account-to-Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account-to-Account Transfer Service. An Eligible Transaction Account is limited to a checking, or savings account you hold with us.

(h) "External Account" is your account at another financial institution

5. to which you are transferring funds from your Eligible Transaction Account; or

6. from which you are transferring funds to your Eligible Transaction Account.

(i) "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

(j) "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account-to-Account Transfer Service to you on our behalf.

(k) "Transfer Instruction" is specific information provided for a transfer to be made that you provide to the Account-to-Account Transfer Service for a transfer of funds.

4. Service Providers.

We are offering you the Account-to-Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account-to-Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account-to-Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account-to-Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account-to-Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

5. Authorization and Processing.

(a) You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal rights, power, and authority to transfer funds between the Eligible Transaction Account

and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

(b) You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Options (2) and (3) above are not available for Instant Transfers. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account-to-Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account-to-Account Transfer Service Fees and Additional Charges). You also authorize us to reverse the transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to insufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e., email, push notification).

(c) We will make reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

7. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft account;
8. The Account-to-Account Transfer Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
9. The transfer is refused as described in Section 10 (Refused Transfers) below;
10. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or
11. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system downtime, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer, and we have taken reasonable precautions to avoid those circumstances.

(d) It is your responsibility to ensure the accuracy of any information that you enter into the Account-to-Account Transfer Service, and to inform us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

6. Instant Transfers.

The Instant Transfers feature allows transfers to and from External Accounts enabled through a Payment Network designed to deliver transfers the same day and potentially within minutes, although

actual speed will vary, as described below. Instant Transfers are not instantaneous. Delivery speed may vary based upon the fraud, risk, and other funds availability policy of the applicable External Account financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

7. Transfer Methods and Amounts.

There are limits on the amount of money you can send or receive through our Account-to-Account Transfer Service. Your limits may be adjusted from time to time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. Our Service Provider or we also reserve the right to select the method in which to remit funds on your behalf through the Account-to-Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you.

8. Transfer Cancellation Requests.

You may cancel a transfer at any time until it begins processing (as shown in the Account-to-Account Transfer Service). Instant Transfers may not be canceled as the Transfer Instructions will be processed immediately.

9. Stop Transfer Requests.

If you desire to stop any transfer that has already been processed, you must contact member care for the Account-to-Account Transfer

Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

10. Account-to-Account Transfer Service Fees and Additional Charges.

You are responsible for paying all fees associated with your use of the Account-to-Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account-to-Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account-to-Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account-to-Account Transfer Service will be charged against the Account that is debited for the funds transfer. We may also charge fees for additional transactions and other optional services. Additional fees may apply for Instant Transfers. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account-to-Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account-to-Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient funds in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

11. Refused Transfers.

We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

12. Returned or Failed Transfers.

In using the Account-to-Account Transfer Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will make reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

13. Notices to Us Regarding the Account-to-Account Transfer Service.

Except as otherwise stated below, notice to us concerning the Site or the Account-to-Account Transfer Service must be sent by postal mail to 601 Jefferson St, KT-02, Houston, TX 77002. We may also be reached at 713-753-3022 for questions and other purposes concerning the Account-to-Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

14. Notices to You.

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account-to-Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided

us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account-to-Account Transfer Service setup or member profile. For example, users of the Account-to-Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures, and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account-to-Account Transfer Service) above. We reserve the right to terminate your use of the Account-to-Account Transfer Service if you withdraw your consent to receive electronic communications.

15. Text Messages, Calls and/or Emails to You.

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

16. Receipts and Transaction History.

You may view your transaction history by logging into the Account-to-Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

17. Your Privacy; Privacy of Others.

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account-to-Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account-to-Account Transfer Service.

18. Eligibility.

The Account-to-Account Transfer Service may only be used to transfer funds between eligible accounts maintained at financial institutions located in the United States. Users must be authorized account owners and legally capable of entering into binding agreements under applicable law. Without limiting the foregoing, the Account-to-Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account-to-Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

19. Prohibited Transfers.

The following types of transfers are prohibited through the Account-to-Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel, and/or reverse such transfers:

1. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
2. Transfers that violate any law, statute, ordinance or regulation; and
3. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and

4. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

5. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

6. Transfers relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

7. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account-to-Account Transfer Service) above of any violations of the Agreement generally.

20. Acceptable Use.

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account-to-Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account-to-Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account-to-Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account-to-Account Transfer Service or the portion of the Site through which the Account-to-Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account-to-Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account-to-Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you

to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account-to-Account Transfer Service) above of any violations of the Agreement generally.

21. Your Liability for Unauthorized Transfers.

Consumer Accounts.

This paragraph applies only to Eligible Transaction Accounts used for personal, family and household purposes, and shall not apply to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with member care for the Account-to-Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account-to-Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account-to-Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

22. Taxes.

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax

authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

23. Failed or Returned Transfer Instructions.

In using the Account-to-Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from our Service Provider or us. In each such case, you agree that:

- You will reimburse our Service Provider or us immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in

your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- our Service Provider and we are authorized to report the facts concerning the return to any credit reporting agency.

24. Address or Banking Changes.

It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers, and email addresses. Depending on the Account-to-Account Transfer Service, changes may be made within the user interface of the Account-to-Account Transfer Service or by contacting member care for the Account-to-Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account-to-Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions, or contact information.

25. Information Authorization.

Your enrollment in the applicable Account-to-Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account-to-Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account-to-Account Transfer Service, to

authenticate you when you log in, to send you information about the Account-to-Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account-to-Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, our Service Providers and we may use, store, and disclose such information acquired in connection with the Account-to-Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis, and to analyze the performance of the Account-to-Account Transfer Service.

Mobile Subscriber Information.

You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method, and device details, if available, to support identity verification, fraud avoidance, and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

Device Data.

We may share certain personal information and device-identifying technical data about you and your devices with third party service

providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

26. Account-to-Account Transfer Service Termination, Cancellation, or Suspension.

If you wish to cancel the Account-to-Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account-to-Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account-to-Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

27. Errors, Questions, and Complaints.

1. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account-to-Account Transfer Service) above.

2. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

- Tell us your name;

- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

3. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

28. Intellectual Property.

All marks and logos related to the Account-to-Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account-to-Account Transfer Service

or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account-to-Account Transfer Service, the portion of the Site through which the Account-to-Account Transfer Service is offered, the technology related to the Site and Account-to-Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account-to-Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

29. Links and Frames.

Links to other sites may be provided on the portion of the Site through which the Account-to-Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account-to-Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the

Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

30. Password and Security.

If you are issued or create any password or other credentials to access the Account-to-Account Transfer Service or the portion of the Site through which the Account-to-Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account-to-Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account-to-Account Transfer Service) above. See Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

31. Amendments.

We may amend this Agreement and any applicable fees and charges for the Account-to-Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account-to-Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise,

update, upgrade or enhance the Account-to-Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account-to-Account Transfer Service, and/or related applications and material, and limit access to only the Account-to-Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

32. Our Relationship With You.

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account-to-Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account-to-Account Transfer Service. We also do not guarantee the identity of any user of the Account-to-Account Transfer Service (including but not limited to recipients to whom you send transfers).

33. Assignment.

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

34. Remedies.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account-to-Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site

and/or use of the Account-to-Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

35. Disputes.

In the event of a dispute regarding the Account-to-Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

36. Arbitration.

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

37. Law and Forum for Disputes.

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflict-of-laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

38. Indemnification.

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account-to-Account Transfer Service.

39. Release.

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the

applicable Account-to-Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

40. No Waiver.

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

41. Exclusions of Warranties.

THE SITE AND ACCOUNT-TO-ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT-TO-ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

42. Limitation of Liability.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND

SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL

CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

43. Complete Agreement, Severability, Captions, and Survival.

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account-to-Account Transfer Service and the portion of the Site through which the Account-to-Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32-42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its member care personnel), the terms of the Agreement will prevail.

Card Management Additional Terms

The card management feature is offered by KBRHFCU (referred to herein as “Card Controls”, “us”, “we” or “our”) for use by KBRHFCU cardholders. KBRHFCU’s card management feature is intended to

allow you to initiate certain payment card-related activities for your enrolled KBRHFCU card(s) through the card management feature. Those activities may include, but are not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”)
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Alerts”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report your card as lost or stolen
- Review your spending by merchant type and/or by month
- View a list of merchants storing your card information for recurring or card-on-file payments

The card management feature may enable access to KBRHFCU and third parties’ services and websites, including GPS locator websites such as Google. Use of such services may require internet access and your acceptance of additional terms and conditions applicable thereto, including, with respect to Google Maps, the Google Maps Additional Terms of Service available at [Google Maps Additional Terms](#) and the Google Maps Legal Notices available at [Google Maps Legal Notices](#), or such other URLs as may be updated by Google. To the extent the card management feature allows you to access third-party services, KBRHFCU and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts.

KBRHFCU reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in KBRHFCU's card management feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") is affected by the same or similar factors, and problems could arise when using Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. KBRHFCU does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based on the location of the mobile device where the card management feature is installed, or the location of the merchant where the card is being attempted for use, may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither KBRHFCU nor its third-party service providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption, or delays due to conditions outside of their control. You acknowledge that neither KBRHFCU nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. KBRHFCU, for itself and its third-party service providers, disclaims all liability for: any delays, misdelivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.