

A+ Online Banking, Mobile Banking and Mobile Deposit Agreement

NOTE: You must read and agree to this Agreement (“Terms”) before accessing the A+ Online Banking Service for the first time. You should print or download this Agreement for your future reference.

- 1. General.** This Agreement applies to the A+ Federal Credit Union (A+FCU) A+ Online Banking Service, Mobile Banking Service and Mobile Deposit Service, (the “Services”). By using the Services or by authorizing anyone else to use the Services, you agree to the terms herein and any additional terms that we may provide to you. This Agreement is in addition to and does not replace the A+FCU Membership and Account Agreement and Electronic Funds Transfer Agreement and Disclosure or the A+FCU Business Membership and Account Agreement and Business Electronic Funds Transfer Agreement and Disclosure. In the event of any conflict between this Agreement and any other agreements you have with us, the terms of this Agreement shall control unless the terms of any other agreement expressly supersede the terms of this Agreement.

In this Agreement, the terms “we,” “us,” and “our” mean A+ Federal Credit Union. For natural person Accounts, the words “you” and “your” mean each person who applies for the Services and each person who is an Account owner and any other person authorized to transact business on any A+FCU Account that may be accessed by way of the Services. For Business Accounts, the words “you” and “your” mean the Business, all of the authorized signers on the Business Account in their individual capacity, and any other person using the Services on behalf of the Business. “Account” means any A+FCU deposit, loan or share account of an individual or Business owner.

- 2. Computer Equipment and Software.** You may access the A+ Online Banking Service by visiting our website at www.aplusfcu.org. You must have an A+ Online Username/Login ID and Password. You also will need an internet access device, access to the internet, and acceptable internet browser software. Please refer to the A+FCU website for a current list of acceptable internet browsers. All browsers must support 128-bit encryption and be enabled to accept cookies. You are responsible for any and all hardware, software, and internet access fees required to access the Services.
- 3. Safeguarding Your A+ Online Username/Login ID and Password.** When you use the Services, you will access your Accounts by way of your A+ Online Username/Login ID and Password. We reserve the right to require additional login procedures in order to authenticate the user. You agree to keep your A+ Online Username/Login ID and Password secure by memorizing it or keeping it in a safe place, not disclosing it to any third party other than those to whom you provide your express authorization and you will not record or display your A+ Online Username/Login ID and Password in such a manner that it will be accessible by unauthorized third parties. **You understand that any person with access to your A+ Online Username/Login ID and Password will be able to access all of your Account information through the Services, including all deposit and loan Accounts, and perform transactions, including withdrawing funds and transferring funds to other Accounts or persons.** You agree that the use of the A+ Online Username/Login ID and Password by you, any other applicant, any party to any of your Accounts that may be accessed by the A+ Online Username/Login ID and Password, anyone you permit or authorize to use your A+ Online Username/Login ID and Password, and anyone to whom you disclose your A+ Online Username/Login ID and Password or give access to your A+ Online Username/Login ID and Password is deemed an authorized use for which you are liable. If you authorize other persons to use your A+ Online Username/Login ID and Password in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, and you are

responsible for any transactions made by any such persons until you notify us in writing that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon your notification.

You are responsible for reporting the loss, theft, or compromise of your A+ Online Username/Login ID and Password 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 A+ Online Username/Login ID and Password, the Services will deny access to your Account after a certain number of incorrect A+ Online Username/Login ID and Password entries. Additionally, we may restrict access to the Services if we suspect fraudulent activity. In such event, you must contact A+FCU Member Service Department to have access to the Services restored.

- 4. Internet and Wireless Security.** You understand that wireless communications may not be encrypted and that there are risks in accessing A+ Online Banking via a wireless network and in accessing the Mobile Banking Service with your mobile device. Subject to applicable law, you expressly agree to assume all such risks. Text messages and other wireless communications may not be confidential or secure. Accordingly, you agree to exercise precautions to safeguard your mobile device, your identity, your Accounts, and your Account information. You understand that anyone who obtains possession of a mobile device of yours that has been registered for text messaging will be able to obtain your Account information without inputting your A+ Online Username/Login ID and Password. 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, A+ Online Username/Login ID and Password, 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 A+FCU. 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.
- 5. Transfer Limitations.** Government regulations restrict the number of automatic and preauthorized transfers from your Savings and Money Market Accounts to no more than an aggregate of six per month per Account. Automatic overdraft protection transfers made from your Savings and 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 if you exceed these limitations. Some Savings Accounts may have additional transaction limitations. Refer to the Truth-In-Savings disclosure for details.
- 6. Termination of the A+ Online Banking Service.** You or any other party to your Account can terminate your access to the A+ Online Banking Service by notifying us. Termination of the A+ Online Banking Service will also terminate access to the Mobile Banking Service and Mobile Deposit Service. Include your name, Account number, address, signature, and date of request in your notification. Unless otherwise indicated, termination of the A+ Online Banking Service, does not terminate your other relationships with us, and is effective on the first business day following our receipt of your notice. Termination of the Services does not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination. Notwithstanding your termination of the Services, you remain responsible for any

transactions initiated by any person to whom you have furnished your A+ Online Username/Login ID and Password. We reserve the right to terminate your use of the Services at any time without prior notice.

7. **Business Days.** Our business days are Monday through Friday excluding federal holidays.
8. **Additional Services.** We may introduce new services or enhance the existing Service from time to time. We will notify you or make general announcements when new or enhanced services are available. By requesting and using new services when they become available, you acknowledge and agree that services are governed by this Agreement as well as any additional terms and conditions we may provide to you.

a. **Mobile Banking**

- 1) **Description of the Service.** The Mobile Banking Service allows you to access your A+FCU Accounts with your mobile device to perform fund transfers between your Accounts, and perform certain transaction inquiries, Account transactions, and receive certain alerts via text messaging. We reserve the right to limit the Mobile Banking Service in any manner or refuse any transaction at any time without notice to you. Text messaging services do not require a Password.
- 2) **Using the Service.** You agree not to leave your mobile device unattended while logged into the Mobile Banking Service, and you will promptly log off each time you finish using the Mobile Banking Service. You agree to follow any instructions we provide in connection with your use of the Mobile Banking Service. You are responsible for proper operation of your mobile device and any internet or cellular data service used to access the Mobile Banking Service. All communications sent to us through the Mobile Banking Service 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 Mobile Banking Service, you should immediately logout of the Mobile Banking Service and login again to verify if your transaction has been completed. If you cannot login to the Mobile Banking Service, you agree to contact A+FCU 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.
- 3) **System Requirements.** To use the Mobile Banking Service, you must be enrolled in the A+ Online Banking Service. Any web-enabled mobile phone device whose network allows secure SSI traffic can access the Mobile Banking Service. You can also download our Mobile Banking app through an approved app store. There is no charge for the Mobile Banking app, but you may incur internet or data charges when downloading the app. You represent that you are an Account owner or an authorized user on any Account you access. Your mobile device must be capable of accessing the Mobile Banking Service. You are responsible for acquisition and maintenance of a capable mobile device. You must have access to internet service and/or a wireless service plan to access the Mobile Banking Service, 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 Mobile Banking Service may not be available through some networks or in some locations. To use the text messaging services, you must separately register your mobile device with a U.S. telephone number and consent to receive text and email messages from us. If you consent, you expressly agree that we may communicate with you by way of text messaging or email, and you expressly authorize us to communicate with you by text messaging or email for any purpose. **STANDARD INTERNET OR TEXT MESSAGING FEES MAY APPLY.** To stop receiving text messages, you must follow the instructions we provide to you when registering your mobile device. 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 Mobile Banking Service.

4) Termination of the Mobile Banking Service. We may terminate the Mobile Banking Service and your use of the Mobile Banking Service, in whole or in part, at any time without notice. You or any other party to your Account may terminate the Mobile Banking Service at any time by notifying us 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 Service and does not terminate your other relationships with us.

b. **Mobile Deposit**

IMPORTANT NOTICE

You are required to assume important duties and liabilities in order to use the Mobile Deposit Service. If you do not fully understand your obligations as set forth in this Agreement or you are not willing to assume them, you may not utilize the Mobile Deposit Service and you must continue to deposit Checks in their original paper form.

1) Once approved for the Mobile Deposit Service, you may use your web-enabled mobile phone device, whose network allows secure SSI traffic, to scan certain paper Checks and electronically transmit the images over the internet to us for deposit into a designated A+FCU Account. We will use the Check images for presentment to the paying financial institutions. We also may choose to transmit the images to the payor through other payment channels in our sole discretion. By using this Mobile Deposit Service, you authorize us to take all actions necessary to provide the Mobile Deposit Service and you agree to the following terms and conditions. You authorize A+FCU to utilize one or more third-party vendors to provide this Mobile Deposit Service. Please read this Agreement carefully. In addition to this Agreement, you agree to be bound by and comply with all applicable state and federal laws and regulations, clearinghouse rules, operating circulars, and other Check processing rules to which we are bound, including Federal Reserve Bank Operating Circular 3 and National Automated Clearing House Association (NACHA) rules.

2) **Definitions.** The following terms are defined in this Agreement:

- a) Substitute Check – A paper reproduction of a Check that contains an image of the front and back of the Check and meets the other technical requirements for a Substitute Check under Check 21.
- b) Item – An instrument containing an order to pay money handled by a financial institution for collection or payment, as defined by the Texas Uniform Commercial Code. The image files of the front and back of Checks you transmit to us qualify as Items under this Agreement.
- c) Check – An original paper check, other than a documentary draft, payable on demand, negotiable, and drawn on or payable through a financial institution located in the United States of America.
- d) Remotely Created Check – A Check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the Check is drawn.
- e) Foreign Item - A Check not drawn on or payable through a financial institution located in the United States of America.
- f) Check 21 – The Check Clearing for the 21st Century Act (12 U.S.C. 5001, et seq.), the implementing Check 21 regulations located in Subpart D to Federal Reserve Board Regulation CC, and other applicable provisions of Regulation CC.
- g) Third-party Check – A Check that is originally payable to someone other than you and contains an endorsement making the Check payable to you.
- h) Stale-dated Check – A check that is more than six months old.
- i) Post-dated Check – A check that is written with a date in the future.

- 3) Hardware and Software Requirements.** To use the Mobile Deposit Service, you must be enrolled in the A+ Online Banking Service and download our Mobile Banking app through an approved app store. There is no charge for the Mobile Banking app, but you may incur internet or data charges when downloading the app. You may use any web-enabled mobile phone device whose network allows secure SSI traffic to access the Mobile Deposit Service. You are responsible for purchasing, installing, operating, and maintaining all equipment necessary to use the Mobile Deposit Service. You are additionally responsible for all telephone and internet service charges. We reserve the right to add to, change, or delete the hardware, software, and other Mobile Deposit Service requirements from time to time by providing notice to you. You agree to accept notices provided in connection with this Agreement at your email address on file with us or by any other commercially acceptable notification method we may choose. We will make a reasonable effort to advise you whenever the Mobile Deposit Service is not, or is not expected to be operational, but A+FCU shall not be liable for its failure to do so. We reserve the right to deny you access to the Mobile Deposit Service at any time that A+FCU, in its sole discretion, determines that a breach or potential breach of the Mobile Deposit Service's security makes such denial of access reasonable and appropriate.
- 4) Items Eligible for Deposit.** Each Item may be transmitted to us only once unless we otherwise direct in writing. Only Checks drawn by third parties on financial institutions within the United States and payable to you are eligible for deposit. We will not accept Substitute Checks, Third-party Checks, Stale-dated Checks, Post-dated Checks or Checks drawn by you on an Account of yours at A+FCU or at another financial institution. We will not accept Remotely Created Checks or Foreign Items. Each Check deposited through the Mobile Deposit Service will qualify as an Item as defined herein and must be endorsed by all payees with the restrictive endorsement "For Deposit Only to A+ Federal Credit Union, Acct # _____" above all signatures. All payees must be an owner on the Account to which the Check is being deposited. While we normally will provide notice, you acknowledge and agree that we may reject any Item presented for deposit in our sole discretion without notice to you, and we will not be liable for any such rejection. You may use the A+ Online Banking Service, the Mobile Banking Service or call us to confirm that we have received and accepted an Item for deposit.
- 5) Your Obligations to Your Customers.** If you are a Business member using the Mobile Deposit Service, you acknowledge and agree that since you will be receiving paper Checks directly from your customers and creating images of these Checks to process through the Mobile Deposit Service, you must notify your customers that their Checks will be converted to images and that the transaction may be completed as an ACH transaction. You may include this notice on an invoice sent to your customer and must state within the notice that unless your customer notifies you not to process Checks using the Mobile Deposit Service, the Checks will be converted to images and processed using the Mobile Deposit Service.
- 6) Image Quality.** All Check images must meet the specifications incorporated into this Agreement. You understand that you must inspect, verify and confirm that the quality of images is legible for all postings and clearing purposes. Both the front and back of each Check must be sent to us as directed in the Mobile Deposit app. Each Item must be submitted individually and may not be combined with any other Items. We will not accept Items containing incomplete Check images or images with torn or folded edges, cut corners, or other physical discrepancies. **You represent and warrant that each Item submitted for Mobile Deposit (a) will accurately and legibly represent all of the information appearing on the front and back of the Check at the time of imaging, including without limitation, the amount of the Check, the payee, the drawer's signature, the preprinted information that identifies the drawer and the paying bank, the magnetic ink character**

recognition (MICR) line, and other information placed on the Check before imaging, such as endorsements applied to the back of the Check, and (b) will conform to any additional specifications as provided to you from time to time as well as applicable industry and regulatory standards.

- 7) **Standard of Care; Deposit Limits and Cutoff Times.** We will use ordinary care as defined by the Texas Uniform Commercial Code in the handling of Items. You may only submit Items in the amount of \$2,500.00 or less for deposit via the Mobile Deposit Service. In most instances, deposit of Items submitted via the Mobile Deposit Service will be processed immediately unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent the deposit. Items received will be processed immediately unless equipment failures, maintenance, or other conditions beyond our reasonable control prevent processing. In such case, the Items will be processed as soon as possible. Just because an Item is processed does not necessarily mean that it will be credited to the Account immediately. Upon acceptance and posting into our computer system, Items will be considered deposited at our main office in Austin, Texas.
- 8) **Availability of Funds.** You agree that Items deposited using the Mobile Deposit Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds from accepted Items will generally be made available by the fourth (4th) business day after the day of your deposit. In our sole discretion, we may choose to make funds available sooner based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as we deem relevant.
- 9) **Electronic Notices.** We may choose to provide notices related to the Mobile Deposit Service electronically through the A+ Online Banking Service and you consent to accept notices in electronic form. You agree to keep your e-mail address and other contact information current at all times within the A+ Online Banking Service.
- 10) **Receipt of Items; Lost Items and Transmissions.** Items are not considered received by us until we have confirmed receipt of them by posting the deposit to the Account. Receipt of an Item does not constitute an acknowledgement by us that the Item is error-free or that we will be liable for the Item. Although we have implemented important measures to safeguard and secure your data, we are not responsible for Items not received by us or for any intrusion into or theft of any data transmitted by you unless the loss is substantially caused by our gross negligence or willful misconduct. Credit given for an Item received for deposit is provisional and subject to verification and final settlement. While we have implemented important measures to ensure the safe and secure transmission of your data, you acknowledge that we cannot and do not guarantee the security of information transmitted over the internet and you expressly agree to assume this risk. We are not responsible for any alterations made to Items in the course of transmission to us. You are responsible for ensuring that Items transmitted to us have been received by us and credited to the designated Account in the correct amount.
- 11) **Retention of Items.** After verification that the Item is received and accepted for deposit via the Mobile Banking Service, you agree to designate "Electronically Processed" on the front of the deposited Check. You agree to retain Checks in their original form and the associated image files in a secure manner designed to prevent loss, theft or duplication for 60 days after transmission to us. After that time, you agree to destroy all Checks and image files to ensure that the Checks and image files will not be redeposited or resubmitted. You agree to be responsible to us for any direct, indirect, and consequential damages that may result from your failure to maintain adequate security over your Checks and computer files.

Additionally, the images of these Checks will be retained by the mobile deposit vendor for a period of seven years. Should you need to research a Check deposited using the Mobile Deposit Service after 60 days, contact A+FCU to obtain an image during the retention period.

12) Additional Duties and Obligations. In addition to your other duties as provided in this Agreement, you agree to implement and maintain reasonable security measures for the safekeeping of all Checks and image files. These security measures include, but are not limited to, physical security, Passwords, confidentiality of Passwords, monitoring the activity of employees who access the Mobile Deposit Service, use of anti-virus and anti-malware software and other security procedures necessary to ensure the confidentiality of access features and safekeeping of all Checks and image files. We may specify certain other security measures from time to time, and you agree to implement such measures. You agree to promptly review your Items using the A+ Online Banking Service after you have transmitted them to us and promptly notify us of any input or other errors. You agree to examine your Account statement in a timely manner and promptly report errors or discrepancies to us within 40 days from receipt of the statement on which the error first appears. To facilitate investigations related to unusual transactions, poor quality transmissions, to resolve disputes or any other reason A+FCU deems necessary, you agree to provide us with the original Check(s) and any other documents or computer files related to your use of the Mobile Deposit Service within ten (10) days or sooner, if we request. You agree to notify us promptly if you experience or suspect any problems or issues relating to the Mobile Deposit Service or the security of your facilities, equipment, or any Checks or Items. If we request, you agree to allow us to inspect your mobile deposit facilities and equipment, and you agree to provide any other information we may reasonably require. You agree that we may make adjustments to your Account arising out of or related to your use of the Mobile Deposit Service at any time without notice to you. We may chargeback Items that do not satisfy the warranties you are making with respect to the Items or that do not otherwise meet the requirements of this Agreement. The Business and the authorized signers, if the Mobile Deposit is made to a Business Account, and the individual owners, if the Mobile Deposit is made to a consumer Account, are jointly and severally responsible for all Mobile Deposits made by way of the Mobile Deposit Service. You are solely liable for any error or discrepancy related to an Item unless the error or discrepancy results from a breach of our duty of care. You agree to make other deposit arrangements should we be unable to process an Item using the Mobile Deposit Service, provided that we have notified you subsequently in writing that you may deposit the original Checks.

13) Return of Items. If an Item is dishonored, you will receive a Substitute Check as the charged-back Item. If you receive a dishonored Item, you may not use the Mobile Deposit Service to deposit a Substitute Check and you may not re-deposit the original Check, whether by physical deposit or by way of the Mobile Deposit Service. You agree to abide by any additional instructions we may provide to you in connection with returned Checks or Items. The amount of the dishonored Item, will be withdrawn from the Account to which it was originally deposited along with the applicable Returned Item Fee (Refer to Fee Schedule).

14) WARRANTIES AND INDEMNITY. You represent and warrant that:

- You will use the Mobile Deposit Service and the Mobile Deposit Service technology only for legal purposes and only as provided in this Agreement;
- Your use of the Mobile Deposit Service will be in compliance with applicable law, industry standards, and our policies, procedures, and specifications as amended from time to time;
- You or the Account owner on whose behalf you are transmitting each Check is the payee authorized to enforce each Check;

- All Checks transmitted to us and related information are accurate and complete and only eligible Items as provided in this Agreement will be deposited;
- You will cooperate with us when necessary in connection with our provision of the Mobile Deposit Service;
- The quality of Checks and the images you transmit will be such that a legally equivalent Substitute Check can be created;
- You will not transmit any image file to us that contains a virus or other harmful computer code;
- You will not deposit an original Check unless the Item cannot be accepted or processed AND we have expressly instructed you in writing that you may do so;
- The Items you submit will conform to our standards and you will not breach the terms of this Agreement at any time;
- Checks you submit are not counterfeit or altered and that all signatures on Checks are authorized and authentic;
- You expressly assume all of the warranties for the collection and presentment of Checks as provided in the Texas Uniform Commercial Code, including without limitation, the warranties set forth in Texas Business & Commerce Code §4.208;
- You expressly assume all of the warranties and indemnifications of Check 21, including without limitation, the warranty that no depository institution, drawee, drawer, or indorser will receive presentment or return of, or otherwise be charged for, the Substitute Check, the original Check, or a paper or electronic representation of the Substitute Check or original Check such that that person will be asked to make a payment based on a Check that it already has paid;
- We will suffer no loss as a result of our acceptance of your Items or your use of the Mobile Deposit Service.

15) WARRANTY DISCLAIMERS; LIMITATION OF LIABILITY. We do not represent or warrant that the Mobile Deposit Service will be available at all times. Our sole liability under this Agreement is limited to the correction of any deposit error that results from our failure to meet the standard of care as provided in this Agreement. Except for the foregoing, we will not be liable for any damages, losses, or property damages incurred as a result of our performance or non-performance of this Agreement or your use of the Mobile Deposit Service. In no event will we be liable for special, indirect, punitive or consequential damages even if we have been advised of the possibility of such damages.

16) Termination of Mobile Deposit. We reserve the right to terminate, suspend, or modify the Mobile Deposit Service at any time without notice to you. You or any other party to your Account may terminate the Mobile Deposit Service at any time by notifying us, uninstalling the app or by 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 Deposit Service and does not terminate your other relationships with us.

17) Dispute Resolution. In the event of any dispute or controversy arising out of this Agreement or its interpretation, the parties shall first attempt in good faith to resolve their dispute informally, or by means of commercial mediation, without the necessity of a formal proceeding. Any controversy or dispute not resolved informally shall be submitted to and resolved exclusively by arbitration under the rules of the American Arbitration Association, upon written notice of demand for arbitration by the party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made. The arbitration shall be heard before an arbitrator mutually agreeable to the parties;

provided that, if the parties cannot agree on the choice of an arbitrator within 10 days after the first party to seek arbitration has given written notice, then the arbitration shall be heard by three arbitrators, one to be chosen by each party, and the third to be chosen by those two arbitrators. A hearing on the merits of the claims for which arbitration is sought by any party shall be commenced not later than 60 days from the date of the first demand for arbitration. The arbitrators must render a decision within 10 days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and a judgment based upon such a decision may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, any party to this Agreement may seek temporary or preliminary equitable relief to preserve the status quo ante or prevent material and irreparable injury.

9. Stop Payment. When you arrange for the Services, you acknowledge and agree that you may not stop payment of Account transfers initiated through your use of the Services.

10. 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.

11. No Warranty. THE 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 A+FCU NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET 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 LAW.

12. Limitation of Liability. WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, THE SERVICES, 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 INSTALLATION, 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 internet access device or mobile device fails or malfunctions or the Services were not properly working and such problem should have been apparent when you attempted the transaction.

- If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent us from making the transaction.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If you have not given us complete, correct, and current instructions so that we can process the transfer.
- If the error was caused by a system beyond our control, such as that of your internet or cellular data access provider.
- If you do not authorize a transfer soon enough for your transfer to be made.
- If you have closed the Account to or from which the transfer was to be made.
- We may establish other exceptions from time to time.

13. Contact in Event of Unauthorized Transfer. If you believe your A+ Online Username/Login ID or Password has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call or write to us at:

(512) 302-6800 or (800) 252-8148

A+ Federal Credit Union

P.O. Box 14867

Austin, TX 78761

Call us as soon as possible to keep your possible losses down.

14. Indemnification. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD A+FCU, 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.

15. 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.

16. Fees. Use of the Services is subject to applicable fees as set forth in our 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.

17. Access. The Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a brief period each week for system maintenance. We are not liable under this Agreement for failure to provide access to the Services or for service interruptions due to system maintenance or a system failure or other unforeseen acts or circumstances.

18. Severability. In the event that any provision of this Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

19. Amendments. We reserve the right to 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 any of the Services following receipt of any such notice constitutes your acceptance of any such change. Your use of the Services is subject to our policies, procedures, and existing regulations governing your Accounts and any future changes to those policies, procedures, and regulations. If you do not consent to a modification to this Agreement or the Services, you may terminate and discontinue your use of the Services at any time by

notifying us in writing. You may not amend this Agreement unless we expressly agree to the amendment in writing.

20. Assignment. You may not assign this Agreement or any right or obligation under this Agreement without our prior written consent.

21. Enforcement and Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas to the extent not pre-empted by applicable federal law, and venue lies in Travis County, Texas. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, this Agreement will prevail to the extent that any such law, regulation, or rule may be modified by agreement between us.

22. Documentation. You will receive a confirmation screen with reference information after every transfer you make. You may save or print this information for your records. All transactions made using the Services will be listed on your monthly Account statement. If you do not receive a monthly Account statement from us, you will receive a statement at least quarterly.

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