



ONLINE BANKING, MOBILE BANKING, BILL PAYMENT AND ESTATEMENT AGREEMENT AND DISCLOSURE

This Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning online banking, mobile banking, bill payment and eStatement services offered to you by InvesTex Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who are owners, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more accounts you have with the Credit Union linked to your social security number.

By using any one of the services listed in this Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the services offered. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account(s).

1. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s) via computer or any device with access to the internet and web browser. At the present time, you may use Online Banking to:

- Withdraw funds from your authorized accounts.
- Transfer amounts within authorized accounts.
- Transfer amounts to another member.
- Schedule transfers within authorized accounts.
- Account alerts via email and text (SMS).
- Retrieve and/or download account history.
- View and/or print check copies.
- Obtain balance information for your accounts.
- Make loan payments from your authorized accounts.
- Access your Ready Credit accounts.
- Determine if a particular item has cleared.
- View year-to-date account interest and dividends.
- Issue a check to yourself.
- Reorder checks.
- Request check stop payments.
- Make bill payments to preauthorized creditors.
- Manage your online access and security.
- Request changes to personal information.
- Send secure messages to the credit union.
- View account statements online.
- Prepare and view personal financial summary reports for your account(s).

Online Banking will be available for your convenience 24 hours per day. Transaction instructions are performed in real time. This service may be interrupted for a short time each day for data processing. There may be delays in transferring funds between your accounts due to circumstances outside the control of the Credit Union. It is your responsibility to contact the Credit Union, during normal business hours of operation, in the event Online Banking Services are not available for your transaction. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers.

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Transfers made using the Online Banking Service are counted against the permissible number of transfers described in the Deposit Agreement.

2. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s) via a mobile device or mobile smart telephone that has access to the internet. You are responsible for installing the appropriate Mobile Banking application for your device. At the present time, you may use Mobile Banking to:

- Withdraw funds from your authorized accounts.
- Transfer amounts within authorized accounts.
- Transfer amounts to another member.
- Schedule transfers within authorized accounts.
- Account alerts via email and text (SMS).
- View check copies.
- Obtain balance information for your accounts.
- Make loan payments from your authorized accounts.
- Access your Ready Credit accounts.
- Determine if a particular item has cleared.
- View year-to-date account interest and dividends.
- Issue a check to yourself.
- Request check stop payments.
- Make bill payments to preauthorized creditors. (Cannot add new payees)
- Request changes to personal information.
- Send secure messages to the credit union.
- Initiate a check deposit using a mobile device equipped with a camera and access to the internet.

Each item you initiate for deposit may be transmitted to us only once. Only checks drawn by other parties on financial institutions and payable to you are eligible for deposit. We will not accept substitute checks, third-party checks or checks drawn by you on an account of yours at this Credit Union. We will not accept remotely created checks or foreign items. Each check deposited through the service must be endorsed by all payees with the restrictive endorsement "For Mobile Deposit Only to InvesTex Credit Union" and the account number above all signatures. 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 contact us at (888)449-0109 to confirm that we have received and accepted an item for deposit. Maximum individual check limit is \$10,000. Check amounts over \$10,000 will reject. Daily deposit and frequency limits are determined on an individual basis. The deposit cut-off time is 4:00 p.m. CST. All deposit items received after the cut-off time will be processed on the next business day. All accepted items will be considered deposited at our main office in Houston, Texas and will be subject to our Funds availability Policy. You agree to retain the item (check deposit) in their original form and the associated image files for 60 days after transmission to us. After that time, you will destroy the item and image files by a secure shredding or other permanent deletion method to ensure that the items and image files will not be redeposited or resubmitted. You agree to examine your account statement in a timely manner and promptly report errors or discrepancies to us within 33 days (40 days for claims relating to substitute checks). You agree to provide us with the original items (checks) and any other documents or computer files related to the service if we request. If an item is dishonored, you will receive a substitute check as the charged-back item. You may not use this service to deposit a substitute check and you may not deposit the original check, whether by physical deposit or by way of this service, if you receive a dishonored item.

Mobile Banking will be available for your convenience 24 hours per day. Transaction instructions are performed in real time. This service may be interrupted for a short time each day for data processing. There may be delays in transferring funds between your accounts due to circumstances outside the control of the Credit Union. It is your responsibility to contact the Credit Union, during normal business hours of operation, in the event Mobile Banking Services are not available for your transaction. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.

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- Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Mobile Banking Service are counted against the permissible number of transfers described in the Deposit Agreement.

3. Bill Payment. You may use the Credit Union's bill payment service to direct the Credit Union to make payments from your designated account to the "Payees" (anyone you designate to pay) you choose in accordance with this agreement. We will process bill payment transfer requests only to those creditors the Credit Union has designated and to those you authorize and for whom the Credit Union has the proper information. We will not process any bill payment transfer if the required transaction information is incomplete. All payments made through Bill Payment must be payable in U.S. Dollars and the payee must be located in the United States.

We will withdraw the designated funds from your designated account for bill payment transfer by the designated cutoff time (2:00 p.m. CST) on the date you schedule for payment. You must allow sufficient time for creditors to process your payment after they receive a transfer from us. Electronic bill payments will be delivered to the payee within 3 business days. Some payees are not set up to accept electronic payments. In these cases, we will send a check, which may take up to 6 business days to process and deliver to the payee. We cannot guarantee the time that any payment will be credited to your account by the vendor. You must allow sufficient time (3 to 6 business days as indicated) for Bill payments to be processed so that the funds can be delivered to the payee on or before the payment due date. If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. Payments may be added, changed or deleted at any time prior to the payment being made. Once the funds have been withdrawn from your account, the payment is considered "Paid" and there is no way of stopping this payment. A fee is assessed for a stop payment request. Please refer to the effective fee schedule.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount for each bill payment cannot exceed \$9,999.99.
- Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Bill Payment Service are counted against the permissible number of transfers described in the Deposit Agreement.

Security of Access Code. You may use one (1) or more access codes with your accounts. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, you agree that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your services immediately.

Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any transaction on any account from any joint account owner.

Fees and Charges. There are certain fees and charges for these services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

Member Liability. You are responsible for all transactions you authorize using your services under this Agreement. If you permit someone else to use a service or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your financial account information or access code has been lost or stolen, if you believe someone has used your access code or otherwise accessed your accounts without your authority, or if you believe that an

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electronic fund transfer has been made without your permission using information from your account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

For all other EFT transactions, if you were grossly negligent in the handling of your account or access code, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days after you learn of the loss or theft of your access code, you can lose no more than \$50.00 if someone used your access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access code and we can prove we could have stopped someone from using your account or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your account or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

281-449-0109
1-888-449-0109

or write to:

InvesTex Credit Union
905 Aldine Bender Rd
Houston, TX 77032
Fax: 281-449-3649

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your account without your permission.

Periodic Statements. Transfers and withdrawals made through any online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

Business Days. Our business days for these services are Monday through Friday, excluding holidays.

Credit Union Liability for Failure to Make Transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your account or access code in an incorrect manner.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.

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- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the electronic transfer is not completed as a result of your willful or negligent use of your account or access code for making such transfers.
- If the telephone or computer equipment you use to conduct, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

Notices. All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

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

281-449-0109
1-888-449-0109

or write to:

InvesTex Credit Union
905 Aldine Bender Rd
Houston, TX 77032
Fax: 281-449-3649

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question.

If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

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

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

Termination of Services. You may terminate this Agreement or any service under this Agreement at any time by notifying us in writing and/or by simply stopping your use of the service and any access code. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time for any reason. We will try to notify you in advance, but we are not obliged to do so. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your

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accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your account or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

4. eStatements. I understand that by agreeing to the terms and conditions of this Agreement and Disclosure, I have the ability to access my account statement(s) within the Credit Union's online banking. I understand that these statements will be available online for up to twenty-four (24) consecutive months. Any older statements will be purged. I understand that I can request copies of my statement(s) that are older than twenty-four (24) months by contacting the Credit Union. Please check the Fee Schedule for any applicable fees. I understand by accepting this service, I waive the option of receiving printed statements by mail and it is my responsibility to maintain proper equipment/software that will enable me to print and save these eStatements for my records. I also understand that during the first month of enrollment, I may receive a printed statement by mail in addition to my new eStatement. If my email changes, I agree to update this service with my new email address within online banking. If I choose to discontinue receiving my statements electronically and begin receiving printed statements, I agree to "opt-out" of eStatements within online banking or contact the Credit Union prior to the end of the month and/or statement cycle. I agree it is my responsibility to examine each eStatement and report any irregularities or disputes in the same time and manner as I would for a printed statement. I understand that each time I access my account information at the Credit Union electronically, I agree to the terms and conditions that exist as of that date. Terms and conditions are subject to change.

Governing Law. This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Enforcement. You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.