

**Consent to Receive the
Online Banking Services Agreement,
Deposit Account Statements,
and Other Notices and Disclosures Electronically**

With your consent, we may provide electronically (i) the Online Banking Services Agreement, (ii) subject to your opt-in and any additional agreement, your Credit Union deposit account and loan account periodic statements, and (iii) any other notices, agreements, and disclosures related to the Online Banking Services and your deposit and loan Accounts (all collectively, the "Documents"). This includes, without limitation, the America's Credit Union Membership and Account Agreement, the Electronic Fund Transfers (EFT) Agreement and Disclosures, our initial and annual Privacy Notices, our Funds Availability Policy and related disclosures, our Truth in Savings Account Disclosures and Rate and Fee Schedules, any Truth in Lending and other loan documents, agreements, and disclosures, any change-in-terms notices related to any of the foregoing, and any other notices or documents we will provide to you from time to time. To provide your consent, carefully review the following terms and click on the "Agree" button below. If you do not agree to these terms, you may not consent. When you provide your consent by clicking below, you agree to be bound by the following terms, and your consent will become effective immediately.

1. By providing your consent, you represent that you are authorized to enter into this consent for all persons who are owners of or are authorized to access any of your Credit Union accounts, and that all such persons agree to be bound by the terms of this consent. This consent to receive the Documents electronically applies in connection with the primary member's membership and current and future deposit accounts only. If the primary member has loans with us, now or in the future, we may also provide your Truth-in-Lending disclosures, including any periodic statement disclosures (subject to opt-in) and any other disclosures, agreements, notices or communications related to your Credit Union loans electronically. Notwithstanding the foregoing, we may choose to send future account statements and any other notices and disclosures related to your membership and deposit and loan Accounts in paper form at any time in our sole discretion, but we are under no obligation to do so.

2. After you consent, you may request a paper copy of any Document for which you have provided your consent by writing, telephoning, or e-mailing us at *America's Credit Union, P.O. Box 469046, Garland, TX 75046-9046, (972) 494-5328 or (800) 543-2811, info@americascu.org*. We may charge a fee as set forth in our Fee Schedule to provide paper copies of Documents we have made available electronically. You may withdraw your consent to receive future Documents in electronic form at any time by contacting us in person or in writing by mail or email to the address above, or by fax to (972) 494-0371 or (800) 543-2803. Your withdrawal will become effective after we have received it and have had a reasonable opportunity to act on it.

3. Your e-mail address is required to participate in this service. You authorize us to send email notifications to you confirming bill payment, recurring transactions, and other activity. In addition, if you have elected within the Online Banking system, we will send a courtesy e-mail notification to your e-mail address of record when your Documents are available for review. You accept responsibility for updating changes to your e-mail address within the Online Banking system. If we send an e-mail notification and it is returned to us undelivered, your responsibility to retrieve and review your Documents in a timely manner is in no way diminished. We reserve the right to terminate your enrollment in this service if an e-mail notification we send to you is returned to us as undelivered within 30 days of our notifying you by U.S. mail that an e-mail notification we have previously sent to you could not be delivered. If we terminate your enrollment in this service, the Documents will be sent to the primary member's address of record in paper form.

4. To access the Documents electronically, you will need a computer or other Internet device with a working Internet connection and the following:

- A compatible web browser that supports 128-bit encryption. JavaScript and cookies must be enabled. Compatible web browsers include Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, and Apple Safari. For security reasons, you agree to keep your web browser software up to date at all times and always use the latest available version of the software.
- For Deposit Account Statements, Adobe® Reader 4.0 or a later release or other software that allows you to view and print or save PDF files. [Click here](#) to download the free Adobe® Reader.

To retain your Documents, you must have a working printer connected to your system or sufficient storage capacity. It is your responsibility to ensure your computer and related equipment are capable of operating in a manner that allows you to use this service and remain compatible with our requirements. If you do not meet the requirements, you may not enroll or continue to use this service. If, after enrolling in this service, you are no longer able to meet the requirements to access your Documents electronically, you may visit any of our branch offices where we have staff available to help print your documents at no charge, or you may withdraw your consent as set forth in Section 2 above. In any event, you agree that it is your responsibility to ensure that you receive and review your Documents, including without limitation, your periodic Account statements, in a timely manner.

5. We may terminate or suspend this service or add to, change, or delete any of the terms of this service at any time, and we will advise you of any such termination, suspension, or change. The America's Credit Union Membership and Account Agreement is incorporated by reference into these consent terms.

To check your system to ensure that you can retrieve and retain PDF files, please go to our website at www.americascu.org and click on the "About Us" link on the home page. There you will see a link to our latest newsletter, which is in PDF format. If you are able to open and save and/or print the newsletter, then your system passes.

By clicking "I Agree" below, (i) you agree to the terms above, (ii) you represent that your computer equipment or device is capable of accessing and retaining the Documents in the HTML and PDF formats (PDF required for Deposit Account Statements only), and (iii) you affirmatively consent to receive your Documents by electronic means.

Revised 10/2018

About America's Credit Union Online Banking Services

To take advantage of the Online Banking Services (the "Services"), you must be an account owner of America's Credit Union.

There is no enrollment fee, no monthly fee, or annual service fees when you enroll in America's Credit Union's Online Banking Services.

The Online Banking Services let you view your accounts at America's Credit Union, transfer funds among most of your accounts, make balance inquiries, look up account history and print out the screens, as well as download account history for use with many financial software products. It is very similar to our Access-24 phone service, except that you perform transactions with a computer or Internet mobile device instead of a telephone, and you can see your transactions on your computer or mobile device screen.

Measures to ensure your privacy and security: You must enter your Password every time you logon to the Online Banking Services. You also will need an e-mail address, and you will need a secure browser that meets our requirements. Generally, the latest version of most major Internet browsers such as Internet Explorer, Google Chrome, and Mozilla Firefox will meet our requirements. The Online Banking Services pages are protected through a protocol called Secure Sockets Layer (SSL) Encryption. This security measure provides 128-bits of encryption technology. To further protect our Members' accounts, we will automatically discontinue a Member's Online Banking Service after six months of nonuse

HERE'S WHAT TO DO TO BEGIN USING THE ONLINE BANKING SERVICES

1. Consent to Receive Agreements, Notices, and Disclosures Electronically

We must have your consent to provide certain information to you electronically. Review the Consent to Receive the Online Banking Services Agreement, Deposit Account Statements, and Other Notices and Disclosures Electronically below and provide your consent if your computer system is capable of displaying and printing or retaining electronic documents in the specified format and if you agree to accept electronic documents. You must consent to receive electronic documents to use the Services.

2. Registration

Click on Enroll in Online Banking and complete the Secure Sign Up. The new Username you select must be six characters long and no longer than 20 characters in length. The new Password must be six characters long and no longer than 32 characters. Once you complete the registration form you will then be asked to review and agree to the Online Banking Services Agreement. You must review and agree to the Online Banking Services Agreement before sign up is complete.

3. To Download to Financial Software

You will be able to download your account files to a number of the popular financial software products. Simply click on the account name you wish to download and then click on "Export." Not all financial software products may be supported.

4. To Apply for Electronic Bill Pay

From the Online Banking Services home page, you can choose to apply online for Electronic Bill Pay by clicking on the "BILL PAYMENTS" icon. After you submit your application for Electronic Bill Pay, the process will take up to 30 seconds for approval.

To use Electronic Bill Pay, you must have:

- An America's Credit Union checking account
- A valid e-mail address.

AMERICA'S CREDIT UNION ONLINE BANKING SERVICES AGREEMENT

1. Agreement. This Agreement governs the America's Credit Union Online Banking Services, including our Mobile Banking App, Bill Payment Service, E-Statements Service, and Secure Email Messages Service (each individually a "Service" and all collectively referred to herein as the "Services"). You must enroll in each Service separately, except for the Secure Email Messages Service, and you must first enroll in the Online Banking Service to use the Mobile App and the Bill Payment Services. In this Agreement, the words "you," "your," and "user" mean (i) each Account Owner (including Joint Account Owners) and any person requesting the Services on behalf of the Account Owner, (ii) any person authorized by an Account Owner to use the Services and transact business on the accessed deposit or loan Account, and (iii) any person given access to the User Name and Password to access the Services and the Accounts. We encourage users to change passwords from time to time to increase security. "Account Owner" means the person(s) or entity that owns the Account accessed through the Services. "Primary Member" means the Account Owner under whose member number the Services are established. "We," "our," "us," and "Credit Union" mean America's Credit Union and its service providers and licensors. By requesting, enrolling in, using, or authorizing any other person to use the Services, you agree to be bound by the terms of this Agreement and any additional terms, conditions, and instructions, or other materials (collectively, "Additional Terms") we may provide to you in connection with the Services, all of which are incorporated herein and may be amended from time to time. You represent that you are authorized to enter into this Agreement on behalf of all persons who jointly own or are authorized to access your Accounts, and that all such persons will be bound by this Agreement. You authorize the Credit Union and its service providers to make Account transfers, bill payments from your available funds and to take any other actions in order to provide the Services under this Agreement. The America's Credit Union Membership and Account Agreement is incorporated into this Agreement and continues to govern your Credit Union membership relationship and accounts with us. If there is any conflict between this Agreement and the Membership and Account Agreement or any other agreements you have with us, the terms of this Agreement and any Additional Terms will control unless this Agreement specifically provides otherwise. This Agreement does not modify any other agreements you have with us except as expressly provided herein or to the extent of any conflict in which this Agreement controls. Defined terms used in this Agreement but not defined herein shall have the same meaning as in the Membership and Account Agreement.

We may add additional services to the Services from time to time, and any new services will be subject to this Agreement and any additional terms, conditions, and instructions provided in connection with the new service.

2. Additional Terms for Business, Organization and Association Accounts; Security Procedures. You acknowledge and agree that any User Name and Password issued to a business, organization, or association Account in connection with a Service may be used for business purposes only and may not be used for personal, household, or family purposes. You agree to implement reasonable measures to ensure that your business Account User Names and Passwords are used for business purposes only. **You agree to indemnify and hold us harmless from any costs or damages that you sustain as a result of our carrying out your instructions. IN ANY EVENT, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THEM.** As additional security measures for business Accounts, you agree to regularly instruct and require each authorized user of the Services to (i) memorize or keep User Names and Passwords in a place of safekeeping and in the user's sole possession, (ii) refrain from disclosing User Names and Passwords to any unauthorized third party, and (iii) use the User Names and Passwords for business purposes only. You agree to notify us immediately when you terminate an authorized user's rights to use the User Names and Passwords, and you agree to comply with any instructions we provide. You acknowledge and represent that these security procedures provide a commercially reasonable degree of protection against unauthorized use of the User Names and Passwords in view of your business's particular circumstances. We assume no duty to discover (i) any breach of security by you or any authorized user, or (ii) any unauthorized disclosure or use of a User Name and Password. You agree to review your Account statements promptly and notify us within 60 days of the date of your statement if you think an electronic fund transfer transaction appearing on your Account statement is wrong. You must notify us of electronic fund transfer errors or discrepancies within 60 days from the date of your Account statement at the address or telephone number appearing in Section 23 below or your

claim will be waived.

You acknowledge and agree that the creation of a User Name and Password in connection with a business Account affords ready access to the Account by the person or persons authorized by the Account Owner, as well as any other persons who are provided access to the User Names and Passwords or who otherwise obtain the User Names and Passwords, whether by way of negligence, theft, collusion, or otherwise. As a result, and except as may otherwise expressly be provided in this Agreement, you acknowledge and agree that the Account Owner and all persons authorized by the Account Owner to use the User Names and Passwords are jointly and severally liable for their use. Any use of a User Name and Password by an authorized user or anyone authorized by an authorized user (all such persons referred to collectively as an "authorized user") shall not be deemed unauthorized use. To the extent permitted by applicable law, the Account Owner and all of the authorized users jointly and severally agree to indemnify, release, and hold us harmless from any claims, demands, expenses, losses, or damages, including legal fees and expenses, arising out of, resulting from, or directly or indirectly related to the use of any User Name and Password by any authorized user pursuant to this Agreement.

3. Description of the Services. Using the Services, a user may access the Primary Member's Credit Union Accounts via a personal computer or Internet-enabled mobile device to (i) perform balance and account history inquiries on Accounts, including VISA and other loan Accounts (ii) make fund transfers between eligible Accounts and, subject to request and approval, make cross-Account transfers to other approved accounts; (iii) manage and schedule bill payments to certain payees, (iv) subject to any additional agreements, enroll in and receive deposit and loan Account statements electronically ("E-Statements"), (v) make payments on your loan Accounts with us, (vi) set balance and transfer email alerts, (vii) view and/or print cleared check images for up to 90 days, and (viii) perform any additional services that we may offer from time to time. We may change the scope and functionality of the Services from time to time, and this Agreement will continue to apply to any such changes. Some Services and transactions may not be available on all devices or for all Accounts. If you have any questions regarding the availability of the Services for certain devices or Accounts, please contact us. We reserve the right to limit the Services in any manner or decline any transaction at any time without notice for security reasons or when other circumstances warrant. Except as otherwise provided in this Agreement, if we decide to limit or decline a Service, we will attempt to notify you as soon as possible.

4. Access to the Services. The Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible occasionally for system maintenance and other necessary downtime. We will attempt to limit interruptions to the Services, but we are not responsible for failure to provide the Services due to system maintenance, other necessary downtime, and any unforeseen acts or circumstances outside of our control.

5. Using the Services. You represent that you are an Account Owner or an authorized user on any Account you access. You agree to follow any instructions we provide in connection with your use of the Services. You are responsible for the proper operation of your personal computer or mobile device and any Internet or cellular data service used to access the Services. Account information obtained using the Services may be considered accurate as a "working balance," but should not be relied upon as authenticated accounting for deposit or loan balances. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other person's use and enjoyment of the Services. The Primary Member is required to maintain a valid and current email address on file with us for the purpose of notifying you of important information concerning your use of the Services and your Accounts. The Account Owners agree to promptly inform all authorized users of any notices we provide concerning the Services. You agree to notify us promptly if the Primary Member's email address changes. All communications sent to us through the Services are our property. We are not responsible for any charges, expenses, or costs you may incur as a result of any use or misuse of a personal computer, mobile device, or any Internet or cellular data service. If you should experience an interruption while conducting a transaction using the Services, you should immediately logout of the Services and login again to verify whether the transaction was completed. If you cannot login to the Services, you agree to contact the Credit Union promptly to determine if the transaction was completed. In order to avoid duplicate transactions, you agree not to re-request a transaction performed during an interrupted session. If you conduct a duplicate transaction payable to a third party, we will not be responsible if the third-party refuses to refund the duplicate transaction amount.

6. Prohibited Uses. You may not use the Services or any software provided in connection with a Service ("Software") in any manner that violates this Agreement, the rights of a third party, or applicable law. Prohibited uses include, without limitation, uses that (a) infringe or violate the privacy or proprietary rights of the Credit Union, its service providers, licensors, or any other third party, (b) interfere with or disrupt use of the Services by other users, (c) interfere with or disrupt one or more computer networks connected to the Services, (d) involve fraudulent or other illegal transactions or

activity, including but not limited to false, misleading, or deceptive acts, and (e) access or attempt to access any computer systems or parts thereof not expressly authorized by this Agreement. In addition, 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. You acknowledge that the Software may be subject to U.S. export controls and other trade and use restrictions, and you agree to comply with all provisions of U.S. law and other applicable law.

7. Joint Account Owners and Other Authorized Users. Any Joint Account Owner or other person to whom an Account Owner or other user provides or gives access to the User Name and Password is authorized to provide instructions, transact business, and obtain information for all Accounts that may be accessed through the Services. We may rely on the instructions of any Joint Account Owner and other persons authorized to access or given access to the Services. If you are a Joint Account Owner of a Credit Union Account under a different member number and you grant cross-Account transfer authority to that Account, you understand and agree that any person authorized to access the Primary Member's Account will have authority to perform transfers and obtain available account information for the Account you have designated for cross-Account transfers.

8. Services. The following describes the Services available at this time.

(a) Online Banking and Mobile Banking Services. With your User Name and Password, you may access the Online Banking and Mobile Banking Services to:

- Transfer funds between eligible Checking and Savings Accounts and eligible Credit Union Accounts of other Primary Members (Cross-Account Transfers), subject to arrangement.
- Review Checking, Savings, and loan account balances, interest paid, and transaction history.
- Make loan payments from your Checking and Savings Accounts, to the extent we allow such payments by way of the Services, and perform other transactions on your loan accounts as we permit.
- Perform additional Account services such as changing your personal information and resetting your password, and other services as described in this Agreement and any Additional Terms.

Some Services May Not Be Available for All Accounts or on All Devices

(b) Bill Payment Service.

Using the Service; Prohibited Payees

You may use the Bill Payment Service to make payments to third parties for bills owed by the Account Owner(s). The Bill Payment Service is administered by our service provider, FIS, through an arrangement with Digital Insight. Our service providers are held to strict confidentiality and security standards to protect your financial information and may not use your information except to perform the Services. Additionally, the Bill Payment Service is provided from within the secure environment of the Online Banking Service.

With the Bill Payment Service, bill payment history may be viewed for up to 12 months. You may not use the Bill Payment Service to pay bills for persons or entities other than the Account Owner(s). You must be in good standing with the Credit Union to use the Bill Payment Service. Using the Service, you may set up your own personal database of payees and establish one-time or recurring payments to your payees. When you add payees to the Bill Payment Service, you must enter your Account number with the payee and the payment address exactly as those items appear on your payment stub, statement, or invoice. You agree to keep the payment data for each of your payees up to date at all times. In order to process your bill payments more efficiently, we may edit or alter the payment data you provide to us in accordance with standards and directives of the U.S. Postal Service and the payee. We are not responsible for errors in payment data.

Bill payments may be made from your Checking Account only. You may not use the Bill Payment Service to make the following specific types of payments that are prohibited: (i) tax payments, (ii) court-ordered payments (for example, alimony, child support, and traffic ticket payments), (iii) government payments, (iv) payments to payees with an address outside the United States, except for payees with a U.S. armed forces or U.S. diplomatic postal code, (v) payments for any illegal purpose, and (vi) payments in currencies other than U.S. dollars. We may establish additional categories of prohibited payees by notifying you. If we inadvertently process a payment to a prohibited payee, we may refuse to process future payments to that payee. Bill payments will be made in U.S.

dollars only and may be requested for a minimum of \$1.00 and a maximum \$9,999.00 per payment. We reserve the right to decline to pay any payee to whom you direct a payment, including a payee appearing on any list of the United States Office of Foreign Assets Control or if we suspect or believe in good faith that the payment is fraudulent. If we decline to accept a payee you have designated, we will attempt to notify you within two business days of the processing date you have designated, except in the case of the specific prohibited payments as set forth in this paragraph.

Bill Payment Procedure

One-time bill payments and recurring bill payments may be scheduled up to one year in advance. If you arrange for a one-time or recurring bill payment and the scheduled processing date for any payment falls on a day we are not open for business (generally a weekend or a federal bank holiday), the payment will be processed on our next business day.

By providing the bill payment Service with the names and account information of those persons or entities to which you wish to make a payment, you authorize the Service to follow the payment instructions received from you. When the bill payment Service receives your payment instruction, you authorize the Credit Union and its service providers to deduct the funds from your designated Checking Account on or after the processing date you have designated. Normally, the funds are withdrawn from your Account within a few days after the processing date, but the withdrawal can occur at any time on or after the processing date. Once a bill payment has been scheduled, you agree to maintain sufficient available funds in your Checking Account to fund the bill payment at any time on or after the processing date. You may receive email messages from our service providers, FIS and Digital Insight, regarding questions or clarifications about your bill payments, and you agree to regularly monitor your email address on file with us for such messages.

You authorize us and our service providers to choose the most effective method to process and present your bill payments, whether electronically, by paper check, or by other means. Electronic payments will typically reach the payee faster than check payments, but not all payees can receive electronic payments. You must schedule the processing date for a bill payment far enough in advance for the payment to reach the payee by the actual payment due date, generally at least three business days in advance for electronic payments and at least five business days in advance for payments using a paper check. When you choose a processing date for a bill payment, the bill payment system will provide an expected "deliver by" date. You agree to schedule bill payments so that the provided "deliver by" date is on or before the actual payment due date, and not during any courtesy or grace period designated by the payee. Because there may be delays in posting a payment once it reaches a payee, we are not responsible if your payments are not posted on time due to delays of the payee or its designee, even if the payee receives the payment by the actual payment due date.

TO ENSURE THAT YOUR BILL PAYMENTS ARE POSTED ON TIME, YOU AGREE TO MONITOR YOUR BILL PAYMENTS AND ACCOUNTS TO DETERMINE THE LENGTH OF TIME FROM PAYMENT PROCESSING TO PAYMENT POSTING AND, IF NECESSARY, ADJUST THE TIMING OF FUTURE BILL PAYMENTS ACCORDINGLY.

We also are not responsible for delays resulting from circumstances outside of our control such as weather, labor strikes, and U.S. Postal Service delays. For critical payments such as mortgage loan payments, we recommend scheduling the processing date so that the expected "deliver by" date is at least a few business days before the actual payment due date.

Bill Payment Processing; Cancelling a Bill Payment; Insufficient Funds

Bill payment processing begins on or after 3 p.m. Central Time on the processing date you have designated. You may not change or delete a bill payment transaction after processing has begun, but one-time and recurring bill payments may be cancelled through the Bill Payment Service if they are cancelled before processing has begun. Recurring bill payments also may be cancelled by notifying us orally or in writing at the telephone number or address listed in Section 23 of this Agreement at least three business days before the scheduled processing date. If you call us, we may require that you put your request in writing and get it to us within 14 days. If you are cancelling a recurring payment orally or in writing, we may require you to cancel the authorization for all recurring payments to the payee. You may always establish a new recurring payment at a later time if you wish. Same-day

bill payment requests entered after our cutoff time of 3 p.m. Central Time on business days we are open, or at any time on any days we are not open, will not be processed until our next business day.

Sufficient funds must be available in your Checking Account, and if necessary, from any overdraft protection sources, on and after the processing date. Applicable service charges will apply for insufficient funds and for accessing overdraft protection sources. If funds are not available to process your bill payment, we or our service provider will notify you by sending an email to the Primary Member's email address. In such cases, you will be responsible for making alternate payment arrangements or rescheduling the bill payment through the Service. If a bill payment cannot be processed due to insufficient funds, no additional bill payments (scheduled or unscheduled) will be processed until your Account is adequately funded and any outstanding returns have been cleared. We may close your Checking Account and terminate or suspend the Bill Payment Service without notice to you if there are six occurrences of insufficient funds involving bill payments during any rolling 12-month period. An occurrence is defined as one day. By way of illustration, three instances of insufficient funds in one day will count as one occurrence. You are responsible for any late payment fees, interest, and other charges your payee may impose if your bill payment is late or not received due to any processing problems caused by you, including insufficient funds. Your Account may be referred to a collection agency if you do not promptly settle any outstanding returned payments on your Account.

For each properly instructed payment, you will receive a transaction confirmation number. IF YOU DO NOT RECEIVE A TRANSACTION CONFIRMATION NUMBER, WE WILL NOT BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN MAKING PAYMENT, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED.

If a bill payment check or an electronic bill payment is not cashed or deposited or otherwise claimed by the payee within 90 days of issuance, we may place a stop payment on the payment and it may not be paid. In such case, the bill payment will be refunded to your Account and you will be responsible for satisfying any payment obligation you have to the payee. You additionally authorize the Credit Union to credit your Checking Account for any bill payment returned to us by the U.S. postal service or by any other party.

You agree to maintain a valid and current email address and a daytime contact telephone number on file with us for communication purposes regarding bill payment issues such as payment errors or questions. In the event that a payment is unable to be processed due to an error with the information provided by you or the payee, we will repost any drafted funds to your Account and notify you by email that the payment was not processed. It is your responsibility to regularly check your bill payment history, email account, and telephone voice mail for any messages from us regarding bill payments or reposted payments to your Account. You may be required to resubmit a bill payment request with updated payee or account information if we cannot complete a payment with the information you have provided.

Terminating the Bill Payment Service

You may terminate the Bill Payment Service at any time by notifying us. Termination will be effective not later than the first business day following our receipt of your notice. You are responsible for all payments you have requested and charges and fees incurred prior to termination. If you do not want any scheduled bill payments to be processed after we receive your notice of termination, you must cancel those payments before termination. We are not responsible for processing scheduled payments not cancelled before termination.

We may suspend or terminate your Bill Payment Service without notice (i) if there is no bill payment activity in 60-day period, (ii) if your designated Checking Account is closed for any reason, (iii) if there is unauthorized use on your Account, (iv) or if there are excessive instances of insufficient funds or for other reasons related to not maintaining your Account in good standing, as determined by us in our sole discretion. We may close your Checking Account and terminate the Bill Payment Service if there are six occurrences of insufficient funds during a rolling 12-month period. Bill payments scheduled before suspension or termination may be processed unless you cancel them by notifying us in writing. You are responsible for all amounts paid on your behalf and applicable fees and charges. We are not responsible for processing scheduled payments that have not been cancelled. If your access to the Bill Payment Service is terminated due to no activity in a 60-day period, we will permit you to re-enroll one time thereafter.

For Assistance or Errors Related to the Bill Payment Service.

If you have questions, need assistance, or need to report an error related to the Bill Payment Service, please contact us at (972) 494-5328 or (800) 543-2811.

This Service May Not Be Available for All Accounts or on All Devices

(c) E-Statements Service. By electing our free E-Statements Service, you agree to receive your Credit Union deposit Account statements (which include all loan accounts except credit cards) and any other notices or materials we may provide (collectively, the “deposit Account statements”) electronically instead of in paper form. If you elect this Service, you will not receive your deposit Account statements and disclosures in paper form, and you agree that electronic delivery satisfies our obligation to provide the deposit Account statement and disclosures to you. Notwithstanding your election to receive Account statements and other documents electronically, we may choose to provide paper deposit Account statements or other documents by U.S. mail at any time in our sole discretion, but we are under no obligation to do so. You agree to maintain a valid e-mail address on file with us and promptly notify us if that e-mail address changes. If you request, we will send a courtesy e-mail notification to the e-mail address provided to us when E-Statements and other documents and notices are available for review. If you do not elect to receive a courtesy e-mail notification, or if we send an e-mail notification and it is returned to us undelivered, you agree that your responsibility to retrieve and review your Account statements in a timely manner is in no way diminished. We reserve the right to terminate your E-Statements Service if an e-mail notification we send is returned to us as undelivered within 30 days of our notifying the Primary Member by paper mail that an e-mail notification we have previously sent could not be delivered. If we terminate your E-Statements Service, Account statements will be sent to the Primary Member’s address of record in paper form. Your Consent to Receive the E-Statements Service includes additional terms and conditions for the E-Statements Service.

This Service May Not Be Available for All Accounts or on All Devices

(d) Secure Email Messages Service. The Online Banking Service contains a secure internal e-mail feature. You may use this Service to send secure e-mail messages to us and to manage response messages received from us. The Service is generally available at all times for your questions, problems, or requests. The Service is not manned 24 hours-a-day, and there may be delay before we can respond to your messages. If you need immediate assistance, please call us at (972) 494-5328 or toll free at (800) 543-2811 during our business hours. Some requests may require further action by you before they can be acted upon. We are not responsible for e-mail communications sent to us through any e-mail system other than the secure internal e-mail Service.

This Service May Not Be Available for All Accounts or on All Devices

9. Device Requirements. You are responsible for the acquisition, maintenance, and protection of a personal computer or mobile device capable of accessing the Services, including maintaining up-to-date anti-virus and malware protection. Not all devices may support the Services. You must have appropriate software and access to Internet service and/or a wireless service plan to access the Services, and you are responsible for all costs, fees, and expenses related to your personal computer or mobile device and any access service plans, including without limitation, data charges and fees. The Services may not be available on all networks or in some locations. We are not responsible for any losses, errors, or failures that occur as a result of any malfunction of your personal computer or mobile device or resulting from a technology virus or other harmful code. Nor are we responsible for problems of your Internet or cellular service provider or of any other service provider that may affect your access to the Services.

10. Ownership and License of the Software. You acknowledge that the Online Banking Service, the Mobile Banking Service, and the Bill Payment Service systems and any software provided to you in connection with the Services is the property of the Credit Union or its service providers or licensors and is protected by copyright law. The Credit Union grants to you a limited, personal, non-exclusive, non-transferable license to download, install, and use the software solely to access and use the Services for your own use, subject to the terms of this Agreement and any future amendments. You acknowledge that all right, title and interest in the software is owned and retained by the Credit Union, its service providers, and/or its licensors and that the software is not sold to you. Your rights to the software are strictly limited by this Agreement, and the Credit Union, its service providers, and/or its licensors reserve all rights not expressly granted herein. You may not, nor may you permit any third party to: (a) sublicense, rent, lease, transfer, sell, or redistribute the software or any portion thereof, (b) reverse engineer, decompile, disassemble, modify, create derivative works of, or attempt to derive the source code of the software or any portion thereof, or (c) use the software or any portion thereof in any manner or for any purpose not expressly permitted under this Agreement.

11. Account Security in General. You agree to exercise precautions to safeguard your identity, your Accounts, and your Account information. You agree never to give your personal information or Account information to anyone you do not know or whose identity you cannot verify. If you give your personal information to someone and that person uses your information to access your Account, you agree that such use will be deemed an authorized use for which you will be responsible. We will never contact you and ask you to give us your personal or Account information, including your Social Security Number, User Name, Passwords, and Account numbers, over the telephone, by e-mail, or by text messaging. You agree not to disclose your personal information and Account information to unknown persons through these channels 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, your devices, or the Credit Union. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not be responsible unless required by law.

12. Safeguarding Your Password. You will access your Accounts and the Services by using a User Name and Password chosen by an account owner. We may require additional login procedures in order to authenticate a user. You agree to keep your User Name 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 may not record or display the User Name and Password in such a manner that it will be accessible by unauthorized third parties. You agree not to leave your personal computer or mobile device unattended while logged into the Services, and you will promptly log off each time you finish using the Services. **You understand that any person having access to your User Name and Password or your equipment when logged into the Services will be able to access the Services and perform all transactions, including reviewing all available Account information and making transfers to other Accounts and persons.** You agree that use of your User Name and Password by you, any other applicant, any party to any of your Accounts that may be accessed by a User Name and Password, anyone you permit or authorize to use your User Name and Password, and anyone to whom you disclose your User Name and Password or give access to your User Name and Password is deemed an authorized use for which you will be liable. If you authorize another person to use your User Name 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. You are responsible for any transactions made by any such person until we have received your notice of revocation and have had a reasonable opportunity to act upon it.

You are responsible for reporting the loss, theft, or compromise of your User Name and Password to us as soon as possible after you learn of it or suspect that unauthorized use has or may occur. For your security, we may restrict access to the Services without notice if we suspect fraudulent activity.

13. Wireless Security and Mobile Devices. You understand that wireless communications may not be encrypted and that there are risks in accessing the Services with your mobile device. Subject to applicable law, you expressly agree to assume all such risks. 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 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. You agree to notify us immediately if your mobile device is lost, stolen, or destroyed or if you change your email address or other contact information.

14. No Warranty. THE ONLINE BANKING SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET OR CELLULAR SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

15. Limitation of Liability. WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS IN ANY MATERIAL PROVIDED OR MADE AVAILABLE TO YOU IN CONNECTION WITH THE SERVICES. IF WE DO NOT COMPLETE A TRANSFER YOU HAVE REQUESTED, WE MAY BE LIABLE TO YOU, BUT ONLY FOR YOUR ACTUAL LOSSES AND DAMAGES UP TO THE AMOUNT OF THE TRANSFER. WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF

YOUR EQUIPMENT, SOFTWARE, OR THE SERVICES. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL WE BE LIABLE:

- If you do not obtain a confirmation number at the time you initiate a bill payment.
- If, through no fault of ours, you do not have adequate available funds (balance less any outstanding unposted items) in your Account to complete a transaction or your Account is closed.
- If you have not properly followed any applicable instructions regarding your personal computer or mobile device, or Internet or cellular data access, or Service instructions we have provided or made available to you.
- If your personal computer 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 completing 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 we have reasonable cause to believe that the transaction may be fraudulent.
- If you have closed the Account to or from which the transfer was to be made.
- Due to additional exceptions we may establish from time to time.

16. Indemnification. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD THE CREDIT UNION, ITS SERVICE PROVIDERS AND LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL COSTS, CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) RESULTING FROM OR ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OR MISUSE OF THE SERVICES, WHETHER NEGLIGENT OR INTENTIONAL, OR IF YOU VIOLATE THIS AGREEMENT OR APPLICABLE LAW. IN THE CAPACITY OF THE INDEMNIFYING PARTY, YOU AGREE NOT TO SETTLE OR COMPROMISE ANY CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFIED PARTY OR PARTIES IF SUCH SETTLEMENT OR COMPROMISE IN ANY MANNER INDICATES THAT THE INDEMNIFIED PARTY OR PARTIES CONTRIBUTED TO OR HAD ANY RESPONSIBILITY FOR SUCH CLAIM, OR IF SUCH SETTLEMENT OR COMPROMISE IMPOSES ANY OBLIGATIONS ON OR REQUIRES ANY ACTION OF THE INDEMNIFIED PARTY OR PARTIES.

17. Additional Services. We may introduce new services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using new Services when they become available, you acknowledge and agree that those services are governed by this Agreement and any additional terms we may provide to you.

18. Overdrafts and Non-Sufficient Funds. You agree that your use of the Services shall be subject to our overdraft policies and the overdraft provisions as 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. 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 applicable overdraft fees or service charges as set forth in our Fee Schedule.

19. Stop Payment. You acknowledge and agree that you may not stop payment of Account transfers initiated through your use of the Services, except that you may cancel bill payment transactions subject to the bill payment terms set forth in Section 8 of this Agreement.

20. Amendments. We may add to, change, or delete the terms of this Agreement at any time subject to such notice as may be required by applicable law. If we send any notice under this Agreement to any Account Owner, all other Account Owners are deemed to have received notice. Your use of the Services following receipt of any such notice constitutes your acceptance of any such change. Use of the Services is subject to our policies, procedures, and existing regulations governing your Accounts and to any future changes to those policies, procedures, and regulations.

21. Termination of the Services. We may suspend or terminate this Agreement, one or more Services, and your use of the Services, in whole or in part, at any time in our sole discretion. We will notify you in advance when required by law. In some cases for security reasons, it may be necessary to suspend or terminate your access to the Services without advance notice. You or any other party to your Account may terminate one or more Services at any time by notifying us in writing or following termination instructions we provide. Some of the Services, such as the Bill Payment Service, are subject to additional terms of termination as provided in this Agreement. Termination will be effective after we have received your notification and have had a reasonable time to act on it. Termination by you only applies to the Services terminated and does not terminate your other Services or relationships with us. Termination of any Service does not affect the rights and obligations of the parties to this Agreement for transactions initiated before termination. Except as provided in this Agreement, termination of the Services by you or us does not affect your obligations or liability under this Agreement.

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

23. Contact in Event of Errors, Unauthorized Transfers, and for Stop Payment of Recurring Bill Payment Transfers. If you believe your User Name 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:

(972) 494-5328 or (800) 543-2811

**America's Credit Union
ATTN: Accounting Department
P.O. Box 469046
Garland, TX 75046-9046**

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

You may also write or call us to stop payment of recurring bill payment transfers, but the fastest way to stop these transfers is for you to cancel the bill payments from within the Bill Payment system before the processing cutoff time. If you decide to write or call, we must receive your oral or written request at least three business days before the scheduled processing date. See Section 8 above for more information.

24. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. If you believe your Password has been lost, stolen, or compromised, you should change your Password immediately by accessing the "Update Password" feature in the Online Banking system.

Tell us AT ONCE if you believe your Password has been lost, stolen, or compromised. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

25. In Case of Errors or Questions about Your Electronic Transfers. Write to us or call us at the address and telephone numbers listed in this Agreement as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your Account statement. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

- (i) Tell us your name and Account number.
- (ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error.

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

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

For errors involving new Accounts, we may take up to 90 days to investigate your complaint or question, and we may take up to 20 business days to credit your Account for the amount you think is in error.

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

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

27. Documentation. All withdrawal and transfer transactions made using the Services will be listed on your periodic Account statement that you receive from us. You also may access your transaction history through the Online Banking and Mobile Banking Services. If you do not receive a monthly Account statement from us, we will send you a statement at least quarterly.

28. Confidentiality. We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

The Credit Union may use third-party service providers to perform some of the Services on the Credit Union's behalf. You agree that the Credit Union and its service providers may share your information with each other in order to provide the Services. The Credit Union requires its third-party service providers to implement and maintain administrative, technical, and physical safeguards to protect the security and confidentiality of your information.

29. Third Party Links. The Online Banking and Mobile Banking Services and our website may contain links to third-party websites. We do not provide, and we are not responsible for, any product, service, or content appearing on third-party websites. Third-party websites may be less secure than our website, and our privacy policies do not apply to those websites. Please review the privacy policies on all third-party websites before proceeding on those websites.

30. Notices. We may provide notices to you under this Agreement (i) by way of the Secure Email Messages Service within the Online Banking Service, or (ii) to your email address on file with us, (iii) by posting notices on our website at www.americascu.org, or (iv) by postal mail. Notices sent by us are deemed to be sent on the date of the notice and are deemed to be received by you three business days after they are sent. Notice to any one of you constitutes notice to all of you. Except as otherwise provided in this Agreement, notices from you are deemed effective when we receive them.

31. Assignment. We may assign our rights or duties under this Agreement. You may not assign this Agreement to any other person without our written consent.

32. Enforcement of Rights. We do not waive our rights under this Agreement unless such waiver is in writing and signed by us. We may delay or decline to enforce any of our rights under this Agreement without losing our right to enforce them or any other rights we have in the future.

33. Severability. If any provision of this Agreement shall be declared invalid, unenforceable, or void as against public policy, that provision will not affect the validity, enforceability, or legality of any other provision.

34. Collection Costs and Attorney's Fees. If you fail to follow this Agreement, you will be liable to us for any resulting losses, costs, or expenses we incur. You authorize us to deduct any such losses, costs, or expenses from any eligible Account on which you are an Owner without prior notice to you. If we initiate legal action to collect any amount you owe us under this Agreement, you will be responsible to pay us for our reasonable attorney's fees and costs, subject to applicable law.

35. Headings. The titles and headings of the various sections of this Agreement are for the sole convenience of the parties and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

36. Governing Law. To the extent not preempted by applicable federal law, this Agreement is governed by and shall be construed in accordance with the laws of the State of Texas and applicable federal law, and it is deemed executed in Dallas County, Texas. You agree that if there is any inconsistency between this Agreement and any applicable law, regulation, or rule, the terms of this Agreement shall prevail to the extent that any such law, regulation, or rule may be modified by agreement between us. Any legal matters affecting our service providers' or licensors' ownership, licensing, liability, or indemnification shall be governed according to the laws of the state in which the service provider or licensor is headquartered, without giving effect to the conflicts-of-law principles any of any such state, and to the extent permitted by law, jurisdiction and venue for any such matters shall be in the state where the service provider or licensor is headquartered.