



Agreement & Disclosures in Home Banking Services September 2021

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS DIGITAL BANKING SERVICES.

In this Agreement, the terms “we,” “our,” and “us” mean Greater Texas Federal Credit Union, which includes Aggieland Credit Union. “You,” “your,” and “user” mean (i) the consumer or business account owner(s), whether one or more, and any person requesting the service on behalf of the account owner, (ii) any person authorized by an account owner to use the service and transact business on the account owner’s accounts, and (iii) any person to whom the Digital Banking ID and passcode is given or made available. Unless indicated otherwise by the context, the phrases “linked Greater Texas Federal Credit Union accounts” and “linked accounts” in this Agreement refers to all of your accounts with Greater Texas Federal Credit Union that you have linked to the Digital Banking services. The phrase “account to account” means transfers from Greater Texas Federal Credit Union accounts to other Greater Texas Federal Credit Union accounts or to accounts of the same member at other financial institutions but not bill pay transfers.

BY ACCESSING OR USING THE DIGITAL BANKING SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY GREATER TEXAS FEDERAL CREDIT UNION FROM TIME TO TIME AND POSTED ON THIS SERVICE OR PROVIDED TO YOU. When you link the Digital Banking service to one or more joint accounts, we may act on the verbal, written or electronic instructions of any account owner or authorized signer without the consent of any other account owners or authorized signers. Any account owner or authorized signer is authorized to provide instructions, transact business, and obtain information for all accounts that may be accessed through the services. However, we reserve the right, but are not required to, obtain the consent of one or more of the account owners or authorized signers (for business accounts) if we receive conflicting instructions from the account owners or authorized signers. 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. All such persons are jointly and severally responsible for all transactions performed by any authorized user of the services, including overdrafts.

Relation to Other Agreements. Your use of the Digital Banking services may also be affected by the agreements between you and us for your linked Greater Texas Federal Credit Union accounts. When you link an account to Digital Banking services, you do not change the agreements you already have with us for your accounts. The consumer Membership and Account Agreement or the Business Membership and Account Agreement, as applicable (collectively, the “Account Agreement”), are incorporated into this Agreement by reference. In the event of any conflict between this Agreement and any other agreement you have with Greater Texas Federal Credit Union, including without limitation, the Electronic Fund Transfer Agreement & Disclosure, the terms of this Agreement shall control. Similarly, when you use the Digital Banking services to access a credit account, you do so under the terms and conditions we provided to you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of a credit account with the Digital Banking services.

Additional Terms for Business Accounts. You acknowledge and agree that any Digital Banking ID and passcode issued to a business account in connection with the services 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 Digital Banking ID and passcode are used for business purposes only. As

additional security measures, you agree to regularly instruct and require each authorized user of the services to (i) memorize the Digital Banking ID and passcode or keep them in a place of safekeeping and in the user's sole possession, (ii) refrain from disclosing the Digital Banking ID and passcode to any unauthorized third party, and (iii) use the Digital Banking ID and passcode for business purposes only. You agree to notify us immediately when an authorized user's rights to use the Digital Banking ID and passcode are terminated, 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 Digital Banking ID and passcode 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 Digital Banking ID and passcode. You agree to review your account statements promptly and notify us within 33 days of the date your statement was mailed or delivered if you believe an electronic fund transfer transaction appearing on your account statement is wrong. You must notify us of electronic fund transfer errors or discrepancies within this 33-day time period at the address or telephone number appearing in this Agreement or your claim will be waived.

You acknowledge and agree that the issuance of a Digital Banking ID and passcode 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 Digital Banking ID and passcode or who otherwise obtain the Digital Banking ID and passcode, 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 Digital Banking ID and passcode are jointly and severally liable for their use. Any use of a Digital Banking ID and passcode by an authorized user or anyone authorized by an authorized user shall not be deemed unauthorized use. To the fullest 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 Digital Banking ID and passcode.

Description of the Services. Using the services, you may access the account owner's accounts by way of a computer or Internet-enabled device. The services will allow you to view your account information, make transfers to and from accounts, make bill payments to third parties, and have access to various other services as we may provide. A more detailed description of many of the services is provided below. 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 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.

Using the Services. The Contents of the services are solely for the consumer or business account owner's use with their Credit Union accounts. Consumer users may not use their consumer accounts for a business purpose. You represent that you are an account owner or 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 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 share 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 account owner 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 joint owners and authorized users of any notices we provide concerning the services. You agree to notify us promptly if the account owner's email address changes. We are not responsible for any charges, expenses, or costs you may incur as a result of any use or misuse of a computer or 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 us 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.

Prohibited Uses. You may not use the services or any software provided in connection with the services in any manner that violates this Agreement, the rights of a third party, or applicable law. Prohibited uses include, without limitation, uses that (i) infringe or violate the privacy or proprietary rights of Greater Texas Federal Credit Union, its service providers, licensors, or any other third party, (ii) interfere with or disrupt use of the services by other users, (iii) interfere with or disrupt one or more computer networks connected to the services, (iv) 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 Contents (defined below) 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 for the services 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.

Contact in the Event of Unauthorized Transfer. If you believe your Digital Banking ID and/or passcode has been lost or stolen or if you become aware of or suspect unauthorized use, you should contact Greater Texas Federal Credit Union immediately by phone at 512-458-2558 or write to:

Greater Texas Federal Credit Union
ATTN: Member Services Department
12544 Riata Vista Circle, Austin TX 78727

Telephoning or changing your passcode as soon as possible is the best way to keep your possible losses down.

Device Requirements. You are responsible for the acquisition, maintenance, and protection of a computer or mobile device capable of accessing the services, including maintaining up-to-date browser software and anti-virus and malware protection. Not all devices or browser software 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 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 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.

Copyrights and Other Intellectual Property. Except where otherwise expressly noted or as noted below, all Contents of the services, including the graphics, icons and overall appearance of the service, are the sole and exclusive property of Greater Texas Federal Credit Union and/or its subsidiaries or affiliates. Certain of Greater Texas Federal Credit Union's trademarks and/or service marks are listed in this agreement. The posting of the Contents of the services neither constitutes a waiver of any of Greater Texas Federal Credit Union's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the user or to any third party. Contents of the services are protected by United

States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the services.

The display of third-party trademarks within the services does not grant a license of any kind to the reader. Any downloading of Contents of the services or any services linked to the services may be a violation of federal and other trademark laws and federal copyright laws. You may not copy (other than a copy for personal use related to a consumer account), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of the services without the prior written consent of Greater Texas Federal Credit Union, which may be withheld in its sole discretion.

You acknowledge that the services and any software provided to you in connection with the services is the property of Greater Texas Federal Credit Union or its service providers or licensors and is protected by copyright law. We grant you a limited, personal, non-exclusive, non-transferable license to download, install, and use any software provided 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 Greater Texas Federal 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: (i) sublicense, rent, lease, transfer, sell, or redistribute the software or any portion thereof, (ii) reverse engineer, decompile, disassemble, modify, create derivative works of, or attempt to derive the source code of the software or any portion thereof, or (iii) use the software or any portion thereof in any manner or for any purpose not expressly permitted under this Agreement.

Links to Other Services. Greater Texas Federal Credit Union may establish links between the services and one or more services operated by third parties. Greater Texas Federal Credit Union has no control over any such other services or the contents therein. The existence of any such links shall not constitute an endorsement by Greater Texas Federal Credit Union of such services, the contents of the services, or the operators of the services. We do not provide, nor are we responsible for, any product, service, or content appearing on a third-party website. 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.

Transmissions to and from the Services. Except where expressly indicated otherwise, transmissions to and from the services or directed to Greater Texas Federal Credit Union, including E-mails sent outside of the services, are not sent in a secure form, can be intercepted by third parties, and may not be immediately received by the appropriate business unit at Greater Texas Federal Credit Union. Accordingly, please do not use an outside E-mail service to send us communications which contain confidential information or which need our immediate attention. When communicating with us, always use the internal E-mail service within the Digital Banking platform, call 512-458-2558, or write us instead at this address: Greater Texas Federal Credit Union, ATTN: Member Services Department 12544 Riata Vista Circle, Austin TX 78727. Any transmission to us, including E-mails shall be deemed and remain the property of Greater Texas Federal Credit Union. Greater Texas Federal Credit Union shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a user to Greater Texas Federal Credit Union.

Maintaining Your Accounts. You agree to properly maintain any accounts you have with us, to comply with the rules governing these accounts, and to pay any fees associated with the use or maintenance of your accounts.

Overdrafts. You agree that your use of the services and your passcode shall be subject to the Overdraft and Overdraft Protection provisions set forth in your Account Agreement with us.

Wireless Security. You understand that wireless communications may not be encrypted and that there are risks in accessing the service with a wireless device. Wireless communications may not be confidential or secure. Subject to applicable law, you expressly agree to assume all such risks. You agree to exercise precautions to safeguard your wireless device, your identity, your accounts, and your account information. You agree never to provide your personal information or account information to any person you do not know or whose identity you cannot verify. Neither Greater Texas Federal Credit Union nor any company affiliated with Greater Texas Federal Credit Union will ever contact you via email or phone requesting your Digital Banking ID or passcode. If you do provide your personal information to an unknown third party, you assume all risks, subject to applicable law. You agree to notify Greater Texas Federal Credit Union immediately if you are contacted by anyone requesting your information or if your wireless device is lost, stolen, or destroyed, or if you change or transfer your email address or wireless phone number or change any other contact information. You agree to exercise vigilance for phishing or other fraudulent scams and promptly notify us if you become aware of or suspect fraudulent activity involving you, your accounts, or Greater Texas Federal 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.

Safeguarding Your Passcode. You will access your accounts and the services by using a Digital Banking ID and passcode that will be set up by the user. We may require additional login procedures in order to authenticate a user. You agree to keep your Digital Banking ID and passcode 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 Digital Banking ID and passcode in such a manner that it will be accessible by unauthorized third parties. You agree not to leave your 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 Digital Banking ID and passcode 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 Digital Banking ID and passcode by you, any other applicant, any party to any of your accounts that may be accessed by a Digital Banking ID and passcode, anyone you permit or authorize to use your Digital Banking ID and passcode, and anyone to whom you disclose your Digital Banking ID and passcode or give access to your Digital Banking ID and passcode is deemed an authorized use for which you will be liable. If you authorize another person to use your Digital Banking ID and passcode 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 Digital Banking ID and passcode 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.

Additional Terms and New Services. Certain services may be subject to additional terms provided at the time you enroll in the service. Any additional service terms provided are incorporated by reference into this Agreement, and the additional service terms will prevail in the event of any conflict with this Agreement or any other agreement you have with us. Greater Texas Federal Credit Union may also introduce new services or enhance the existing services from time to time. We will notify you or post a notice within the services 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.

Modifications. Greater Texas Federal Credit Union may at any time make modifications, changes, and deletions (collectively, “changes”) to the Contents of the services, including this Agreement. We will post

changes within the services or notify you in advance of any such changes when required by law. You are responsible for regularly logging into the services to monitor for changes to this Agreement. Your continued use of the services following any changes shall constitute your acceptance of such changes.

Monthly Service Charges. Except as otherwise provided in this Agreement or your Account Agreement, any additional terms, or the Fee Schedule, there are no monthly service charges for accessing your linked accounts with the Digital Banking services.

Other Charges. While there are no monthly service charges for accessing the services, you should note that you may incur other charges in connection with your use of the services, such as:

- Normal account fees and service charges as set forth on our Fee Schedule.
- Any Internet or mobile service provider fees.
- Purchase or maintenance of computer programs, such as anti-virus and malware protection software.
- Additionally, fees may be assessed for added self-service features available through Digital Banking services, such as stop payment requests, check copy orders, and account statement copy orders. For additional information, please refer to our Fee Schedule.
- An NSF-fee, returned item, overdraft, or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date funds are to be debited from your account, or in the case of a check deposited through the Remote Deposit service, if the check is returned to us unpaid. The “available balance” of your account is that balance which is not subject to a hold and is immediately available to pay transactions presented to your account for payment. Holds may be placed on your deposits and accounts for various reasons, including deposits held according to our Funds Availability Policy, debit card preauthorization holds, and legal holds. You may always check your available balance through the services or by contacting us.
- We may charge an hourly research fee (see the Fee Schedule) for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

Digital Banking Hours. Digital Banking services are available 365 days a year and 24 hours a day, except during system maintenance/upgrades and during times when, due to circumstances beyond our control such as Internet outages, we are unable to provide the services. If the services are unavailable, you agree to conduct your account business in another manner, such as in person, to ensure your payment obligations are made in a timely manner. Our Call Center is available from 7:00 a.m. to 11:00 p.m., Monday through Friday CST. You may also write us at: Greater Texas Federal Credit Union, 12544 Riata Vista Circle, Austin TX 78727.

Business Days. For the Digital Banking services, our business days are every day except Saturdays, Sundays, and federal holidays. All times set forth in this Agreement are local central time (“CT”) where our offices are located.

Suspension or Termination of the Services. We reserve the right to suspend or terminate your use of the services at any time without prior notice. You or any other party to your account may terminate this Agreement and the services at any time by notifying us in writing. Include your name, address, social security number, signature, and date of request in your notification when writing to us. Unless otherwise indicated, termination by you applies only to the Digital Banking service, does not terminate your other relationships with us, and is effective on the first business day following our receipt of your written notice.

Suspension or termination of this Agreement and the services will not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination. Notwithstanding suspension or termination of this Agreement and the services, you will remain responsible for any transactions initiated by any person to whom you have furnished your Digital Banking ID and passcode. In addition, if you or we

suspend or terminate the service, all pending bill payment orders will be canceled, and you will be responsible for making alternate payment arrangements with your merchant(s).

Denial of Services. The availability and use of the services are a privilege of Credit Union membership and are not a right. In the event that you become delinquent on an obligation to us, cause us a loss, or make known your intention to cause us a loss, whether by way of loan default, account overdraft, or otherwise, or in the event that you or any person authorized by you has been abusive in the conduct of his or her affairs with Greater Texas Federal Credit Union, it is our policy to restrict or terminate certain services extended to you, including without limitation, online, mobile, and telephone access services and ATM and Visa Check Card services, and you acknowledge that we may do so. Any electronic access restrictions we may impose under these circumstances may apply to all of your accounts. Under certain circumstances, services may be reinstated if any delinquency, loss, or other adverse matter is subsequently cured.

No Warranties. Although Greater Texas Federal Credit Union attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the services, we make no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. THE SERVICES AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES AND ITS CONTENTS ARE AT THE USER'S SOLE RISK. THE SERVICES AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, GREATER TEXAS FEDERAL CREDIT UNION ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

Finally, without limitation as to the foregoing in regard to Limitation of Liability, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GREATER TEXAS FEDERAL CREDIT UNION OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICES OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THE SERVICES OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THE SERVICES OR ANY OTHER SERVICE, EVEN IF GREATER TEXAS FEDERAL CREDIT UNION IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD GREATER TEXAS FEDERAL 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.

Governing law. This Agreement shall be governed by and construed in accordance with the laws and regulations of the United States of America, and solely to the extent not preempted by federal law, the laws of the state of Texas without regard to its conflicts of law provisions.

Venue. To the extent permitted by applicable law, disputes arising from the use of the services shall be exclusively subject to the jurisdiction of any federal or state court for the State of Texas.

Severability. To the extent any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and this Agreement, as so modified, shall remain in full force and effect.

Waiver. No waiver by Greater Texas Federal Credit Union of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term, or provision of this Agreement.

Description of the Digital Banking Services for Consumers and Businesses

You may use Digital Banking to:

- View current balance information for your linked Greater Texas Federal Credit Union accounts.
- Review available transactions for your linked accounts.
- View branch locations.
- View contact telephone numbers and additional contact details.
- View account alerts and notifications.
- View public information such as contact information.
- Perform basic services such as changing your Digital Banking ID and passcode, personalizing the Digital Banking application, and changing the language within the application.
- Transfer funds between your linked internal Greater Texas Federal Credit Union personal or business accounts on a one-time basis, including as a payment to a linked installment loan.
- Transfer funds from your linked Greater Texas Federal Credit Union personal or business accounts to most Greater Texas Federal Credit Union personal or business accounts of other individuals.
- Transfer funds from your linked Greater Texas Federal Credit Union personal or business accounts to an external personal or business account where you are the primary owner or the business owner is the same.
- Pay bills.
- Remote check deposit capture (available only in mobile banking)
- Personal finance management.
- Card management.

Some of the above services may not be available for certain accounts or members.

When you instruct us to transfer funds between your accounts or pay a bill through the services, you authorize us and any third party acting on our behalf to make the necessary withdrawals from the Greater Texas Federal Credit Union account you designate and act as your agent in processing payments to targeted merchants and transfers to and from targeted accounts pursuant to your payment and/or transfer instructions. This authorization shall remain in effect until it is terminated by you or Greater Texas Federal Credit Union. You agree that you will instruct Greater Texas Federal Credit Union to make a withdrawal only when a sufficient balance is or will be available in your designated account at the time of withdrawal. See the Other Charges section above to learn more about your available balance. We will not be obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft lines of credit, are not available in the account you designated.

Processing of Account to Account Transfer Requests

- Transfers can be made on a one-time basis. One-time transfers may be immediate or scheduled for a future date.
- One-time immediate transfers can be made from a linked Greater Texas Federal Credit Union checking, savings, money market account to most linked Greater Texas Federal Credit Union accounts.
- Scheduled transfers can be made from a linked Greater Texas Federal Credit Union checking, savings, money market, or credit card account to a linked checking or savings account.
- Transfers can be made from a linked Greater Texas Federal Credit Union personal or business checking, savings, or money market account to most personal or business checking, savings, or money market accounts of other Greater Texas Federal Credit Union members.
- Transfers can be made from a linked Greater Texas Federal Credit Union
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- personal or business checking, savings, or money market account to most external personal or sole proprietor checking, savings or money market accounts owned by the account owner.
- Transfers can be made from a linked Greater Texas Federal Credit Union personal or business checking, savings, or money market account to another individual outside of Greater Texas Federal Credit Union.
- Transfers from an account(s) (excluding investment accounts) are immediately reflected in the account's available balance.

Scheduled Account to Account Transfers

Transfers scheduled for a weekend or a non-business day will be processed on the prior business day. All other scheduled transfers will be processed from the funding account at the beginning of the business day requested.

Posting and Availability of Account to Account Transfers

- Funds transferred to accounts prior to 7:00 p.m. CT on a business day will appear with the same day's date in the account transaction history.
- Please note, transfers to any account on a Saturday, Sunday or federal holiday, will appear with our next business day's date in the account transaction history.
- All transfers submitted to an account (such as checking, savings, money market) are immediately reflected in the account's available balance.

Limitations and Dollar Amounts for Transfers and Payments

Transfers and Payments made using Digital Banking are subject to the following limitations:

- One-time immediate transfers between linked Greater Texas Federal Credit Union accounts can be for any amount between \$0.01 and \$5,000.00.
- Scheduled and recurring transfers between linked Greater Texas Federal Credit Union accounts can be for any amount between \$0.01 and \$5,000.00.
- One-time transfers between linked Greater Texas Federal Credit Union accounts to an external account of the same accountholder can be for any amount between \$0.01 and \$5,000.00.
- Transfers submitted to the Greater Texas Federal Credit Union accounts of other Greater Texas Federal Credit Union members can be for any amount between \$0.01 and \$5,000.00 and may not total more than \$5,000.00 in any 24-hour period. In addition, we may limit the total amount of money that any Greater Texas Federal Credit Union member can receive through these transfers.
- One-time immediate transfers between linked Greater Texas Federal Credit Union accounts and an external individual can be for any amount between \$0.01 and \$5,000.00 and may not total more than \$5,000 in any 24-hour period.

- Scheduled and recurring transfers between a linked Greater Texas Federal Credit Union account and an external individual can be for any amount between \$0.01 and \$750.00 and may not total more than \$750 in any 24-hour period.
- Person to person payments (using the recipient's phone number or email address) can be for any amount between \$0.01 and \$500.00.
- Pursuant to Federal Reserve Board Regulation D, during any statement period you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from any Share (Savings), Money Market, Golden Star Savings, IRA, or Christmas Club account, to another account of yours with us or to a third party by means of a preauthorized or automatic transfer (including overdraft protection transfers), or a telephonic order or instruction (including data transmission such as through Digital Banking), Preauthorized or automatic transfers made for the purpose of repaying loans with us, or transfers and withdrawals made by mail, messenger, ATM machine, or in person, or telephone withdrawals made via check mailed to you, are not included in this transfer limitation. If you exceed the limits set forth above, transactions will be denied.
- All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system without prior notification.
- At Greater Texas Federal Credit Union's discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements.
- Additional bill payment transfer limitations are set forth in the Bill Payment Service Agreement.

Transfer/Payment Authorization and Sufficient Available Funds

- When you make a transfer/payment or set up a future transfer/payment, you authorize Greater Texas Federal Credit Union or its service providers to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. Refer to the Other Charges section above for more information about your "available balance." All transfers will be subject to the overdraft terms of the applicable Account Agreement. The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee as set forth in our Fee Schedule. Please refer to the applicable Account Agreement and the Fee Schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- If your transfer/payment fails, at our option, we may make a further attempt to issue the payment or process the transfer request.
- Greater Texas Federal Credit Union is under no obligation to inform you if it does not complete a payment or transfer because there are insufficient available funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Canceling Transfers and Payments

- You cannot cancel a one-time immediate transfer after it has been submitted in Digital Banking and the information has been transmitted to us.
- Future-dated transfers can be canceled within the services prior to midnight CT on the business day prior to the date the transfer is scheduled to be made. This is the fastest way to cancel future-dated transfers. You may also call or write to us at the number or address above to stop any future-dated transfers. If you call or write, we must receive your request at least three business days or more before

the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. If the transfer's status is showing as "In Process" or "Processed," you may no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

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 payments and transactions made using the services will also be listed on your monthly account statement that you receive from us.

Description of Mobile Banking Services – Remote Deposit

Remote Deposit allows you to make check deposits to your checking account from anywhere by capturing an image of your checks and delivering the images and information required to Greater Texas Federal Credit Union. The mobile device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition ("MICR") line on each check, and must read and capture all such other data and information as is required by the Remote Deposit Capture Agreement provided at the time the service is requested. Once items are reviewed and approved, Greater Texas will then transmit the captured image to the paying financial institution for collection. Refer to the Remote Deposit Capture Agreement for additional terms and conditions.

Description of Mobile Banking Services – ATM Deposits

ATMs (Automated Teller Machines) owned and operated by Greater Texas Federal Credit Union allow you to make check and/or cash deposits to your Credit Union accounts. Access to ATM Deposits are initiated with a valid Greater Texas Federal Credit Union ATM or Debit Card. Cash and Check deposits performed at an ATM are subject to dollar limits set at the Credit Union's discretion and are subject to change. The ATM will accept a maximum of 75 items (bills and/or checks) per deposit attempt. All check deposits performed at the ATM are subject to the Credit Union's Funds Availability Policy. In most cases, cash deposits performed at the ATM will be available in your account immediately. In the event an error occurs during your ATM deposit attempt, the Credit Union's ATM and Debit Card Agreement and Disclosure will apply with regard to error resolution. The ATM will capture images of your checks and deliver them (and other information as required) to Greater Texas Federal Credit Union for verification and approval. Once your items are reviewed and approved, Greater Texas will apply checks holds as necessary per the terms of the Funds Availability Policy. ATM Deposits are subject to availability and Greater Texas Federal Credit Union is not liable in the event an ATM is temporarily out of service or otherwise unable to successfully complete your deposit attempt due to circumstances beyond our control (fire, flood, power outages, etc.).

Description of Mobile Banking Services – Bill Pay

The Bill Paying Service will allow you to pay bills from your Checking account. The Bill Paying Service will not function with Money Market Security accounts or regular share accounts. Please refer to the Bill Pay Service Agreement for additional terms and conditions.

OTHER TERMS AND CONDITIONS

Confidentiality

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation.

- If you give us your permission.
- With our affiliates as permitted under Federal and applicable state laws.
- For a closed account, to the banking reporting agencies (e.g., ChexSystems) if we reasonably believe you have mishandled it.

Account Statements

We report your Digital Banking transactions on your account statements for your linked accounts. A description of each transaction, including whom you paid for bill payment transactions, and the date and amount of the transaction will appear on your statement. You agree to review your account statements promptly upon receipt and notify us immediately if you detect any unauthorized activity or other discrepancy. We will provide an account statement monthly if you have a checking account with us or electronic fund transfer activity in a given month; otherwise, we will provide an account statement quarterly. We are only required to provide monthly statements and other notices to the primary account holder or the first authorized signer listed on the account and such persons agree to promptly provide all communications from us to the other account holders and other authorized users.

Additional Electronic Fund Transfers Disclosures. The following disclosures provide important information concerning your rights and responsibilities when you make transfers to and from your accounts using the services. These disclosures are provided to consumers pursuant to the Electronic Fund Transfers Act (“Act”) and Federal Reserve Board Regulation E.

IMPORTANT NOTE TO BUSINESS ACCOUNT HOLDERS, TRUST ACCOUNT HOLDERS, AND HEALTH SAVINGS ACCOUNT HOLDERS. The following disclosures do not apply to business, trust, and HSA accounts. Business, trust, and HSA account holders agree that any losses from the unauthorized use of your Digital Banking ID and passcode are your sole responsibility and that we are not liable for any such losses under any circumstances, subject to applicable law. Other Regulation E disclosures appearing in this Agreement are provided to business, trust, and HSA accounts for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation E to non-consumer accounts. You acknowledge and agree that it is your responsibility to notify us immediately in writing of any possible unauthorized use of your Digital Banking ID and passcode.

Your Liability for Unauthorized Use. Tell us AT ONCE if you believe your Digital Banking ID and/or passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us and/or change your Digital Banking passcode immediately. The unauthorized use of your Digital Banking services could cause you to lose all of your money in your accounts, plus any amount available under any overdraft protection plan. If you tell us within two business days after you learn of the loss or theft of your Digital Banking ID and/or passcode, you can lose no more than \$50 if someone used your ID and passcode without your permission.

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

Also, if your account statement shows transfers that you did not make, including those made by card, passcode, 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 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.

In Case of Errors or Questions about Your Electronic Transfers. Telephone us at 512-458-2558 or write to us at Greater Texas Federal Credit Union, ATTN: Member Services Department, 12544 Riata Vista Circle, Austin TX 78727, as soon as you can, if you think your statement or receipt is wrong or if you need more information

about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) 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.
- (3) 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 10 business days.

We will determine whether an error occurred within 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 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, 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.

OUR SOLE RESPONSIBILITY FOR AN ERROR IN A TRANSFER IS TO CORRECT THE ERROR, BUT IN NO CASE WILL WE BE LIABLE FOR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES. 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.

Our Liability for Failure to Complete Transactions. If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. For instance, we will not be liable:

- Through no fault of ours, you do not have enough money in your account or through your overdraft protection to make the transfer or payment, or your account is closed.
- You used the wrong PIN or you have not properly followed any applicable computer, Internet access, or user instructions for making transfer and bill payment transactions.
- Through no fault of ours, the transfer would go over the credit limit on your line of credit, if applicable.
- The funds in your account are subject to an administrative hold, legal process or other claim.
- You have not given us complete, correct and current information or instructions so that we can process a transfer or bill payment.
- The services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction and you use the services anyway.
- You do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- We make a timely bill payment, but the payee nevertheless does not credit your payment promptly after receipt.
- You were trying to defraud us.

- Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.
- There may be other exceptions stated in our agreements with you.