

## **CREDIT HUMAN MOBILE APPLICATION E-SIGN DISCLOSURE AND AGREEMENT**

**Effective: July 26, 2017**

Please take this opportunity to review the following disclosures and information about accessing and using the Credit Human Mobile Application.

### **E-Sign Disclosure and Agreement for the Credit Human Mobile Application**

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your Credit Human Mobile Application ("Mobile App"). We are required by law to give you certain information "in writing," which means you are entitled to receive it on paper. We may, however, provide some of this information to you electronically, instead, with your prior consent. This Credit Human Mobile Application E-Sign Disclosure and Agreement (the "E-Sign Disclosure and Agreement") describes how Credit Human Federal Credit Union ("Credit Human," "Credit Union," or "we") communicates with you electronically, provides additional detail about the Electronic Communications (as that term is defined below) that we provide you, and sets out hardware and software requirements you need to receive these Electronic Communications. Please review this E-Sign Disclosure and Agreement as it applies to Electronic Communications and will be effective until expressly withdrawn by you. Any capitalized terms not defined in this E-Sign Disclosure and Agreement shall have the meaning assigned to them in the Credit Human Mobile Application User Agreement, below.

### **Electronic Communications**

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Electronic Communications") that we provide in connection with the Mobile App. Electronic Communications include, but are not limited to, agreements and policies you agree to in connection with the Mobile App (e.g., the Credit Human Mobile Application User Agreement and the loan agreement for any loan obtained through QMoney) as well as disclosures related to services offered through the Mobile App, including, but not limited to, updates to service agreements, loan agreements, policies, and disclosures. We may provide these Electronic Communications to you by emailing them to you at the primary email address listed in your Mobile App Account or by making them accessible in the Mobile App. Electronic Communications will be viewable using in-app display features, browser software, or .pdf files. You will be able to print the Electronic Communication and/or have it emailed to you.

### **Receipt of Electronic Communications; Contact Information**

Electronic Communications will be deemed received by you within 24 hours of the time such Electronic Communication is posted or sent to you. You agree that if Credit Human sends you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, Credit Human will still be deemed to have provided the Electronic Communication to you. You may not be able to transact using the Mobile App until we receive a valid, working primary email address from you. If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, we recommend that you add Credit Human to your email address book so that you can receive Electronic Communications by email. You agree to immediately notify Credit Human if you change or cease using the email address you have provided to Credit Human.

### **Required Hardware and Software**

You are responsible for maintaining all software and hardware necessary for receiving, viewing and maintaining record of the Electronic Communications. By accepting this E-Sign Disclosure and Agreement, you represent that you will maintain all hardware and software necessary to receive, view, and maintain (including, but not limited to, saving and/or printing) any Electronic

Communications provided to you. You must have: (a) a valid email address on file with Credit Human; (b) a mobile device, tablet, or similar device with internet access and iOS version 8.4 or later or Android operating system 4.0 or higher; (c) and sufficient storage space to save Electronic Communications (whether presented online, in emails or .pdf) or the ability to print Electronic Communications. We will notify you if there are any material changes to the hardware or software needed to receive Electronic Communications from us. **By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Electronic Communications for your records. You may print or save a copy of these Electronic Communications for your records as they may not be accessible online at a later date.**

You are responsible for the installation, maintenance, and operation of your electronic device. We are not responsible for any errors or failures from any malfunction of your electronic device or for any virus, other problems, or changes that may be associated with the use of your electronic device.

### **Additional Copies**

Additional electronic copies of any Electronic Communication may be provided to you without charge by contacting Credit Human within 90 days of the original date of the communication. You may also request paper copies of any Electronic Communication within 90 days of the communication by contacting Credit Human at 800-688-7228, but Credit Human reserves the right to assess a reasonable fee for providing such paper copies. Additionally, some Services, such as QMoney, will provide you the ability to download and print any Electronic Communications for a limited period of time (usually 30 days) after such Electronic Communications are first sent to you.

### **Withdrawal of Electronic Acceptance of Disclosures and Notices**

You may withdraw your consent to receive Electronic Communications by contacting Credit Human at 800-688-7228. If you fail to provide, or if you withdraw, your consent to receive Electronic Communications, Credit Human reserves the right to deny your request for a Mobile App Account, restrict or close your Mobile App Account, restrict your access to certain Services, or charge you fees for paper copies. Withdrawing, or failing to provide, your consent to receive Electronic Communication may also slow the speed at which Credit Human can complete certain steps in transactions with you and perform Services for you.

### **Federal Law; Termination and Changes**

You acknowledge and agree that your consent to Electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in our sole discretion, to discontinue the provision of your Electronic Communications or to terminate or change the terms and conditions on which we provide Electronic Communications. We will provide you with notice of any such termination or change as required by law.

### **Accept or Decline**

By clicking "Accept" in the Mobile App, you are agreeing to receive disclosures electronically as stated in this E-Sign Disclosure and Agreement and you are agreeing to the following Credit Human Mobile Application User Agreement.

**If you DO NOT want to consent to electronic delivery of disclosures,  
PLEASE CLICK "DECLINE" AND EXIT THE MOBILE APP NOW.**

**If you consent to electronic delivery of disclosures (including the Credit Human Mobile Application User Agreement) and agree to the following Credit Human Mobile Application User Agreement, please click the "Accept" button in the Mobile App.**



## Credit Human Mobile Application User Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR ACCESS AND USE OF THE MOBILE APPLICATION SERVICES, AS THAT TERM IS DEFINED HEREIN.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ACCEPT IT IN FULL, AS IT MAY BE MODIFIED BY CREDIT UNION FROM TIME-TO-TIME WITH UPDATES POSTED ON THIS SERVICE. As used in this Credit Human Mobile Application User Agreement (this "Agreement"), the words "we," "our," "us" and "Credit Union" mean Credit Human Federal Credit Union and all of its affiliates, as applicable. "You" and "your" and "Customer" refer to the accountholder authorized by Credit Union to use the Mobile Application Services, and anyone else authorized by that accountholder to exercise control over the accountholder's funds through the Mobile Application Services. "Account" or "accounts" means your accounts at Credit Union. "Business Day" means Monday through Friday, excluding federal holidays.

**1. What This Agreement Covers.** This Agreement governs your use of the Credit Union Mobile Application Services. These Services (as that term is defined below) permit you as a Credit Union customer to perform a number of banking functions on your Credit Union Account linked to the Services through the use of your mobile device (i.e., mobile smart phone or mobile tablet device). Unless indicated otherwise by the context, "linked Credit Union accounts" or "linked accounts" refers to all of your accounts with Credit Union or its affiliates that you have linked to the Services. This Agreement is by and between you and Credit Union, and we are solely responsible for the Services and contents. Neither Apple, Inc. nor Google, Inc. (Android) is responsible for the Services or its contents.

**2. Relation to Other Agreements.** Your use of the Services is also governed by your Membership and Account Agreement and Electronic Funds Transfers Agreement and Disclosure. When you link an account to the Services, you do not change any other agreements you already have with us for that account. You should review your account 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 an account via the Services. In the event of inconsistency between a provision of this Agreement and any of the other Credit Union agreements applicable to your accounts, or any other law or regulation, which permits waiver or modification by agreement, the provisions of this Agreement shall prevail, but only to the extent of the inconsistency.

In addition, you understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Services (e.g., Apple, Inc., or Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of the Services (e.g., data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your mobile device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving Credit Union, Apple, Inc. or Google, Inc. (Android). You must comply with applicable third-party terms when using the Services (e.g., you cannot be in violation of your wireless provider agreement when using the Service.)

**3. Accepting This Agreement.** When you use the Services described in this Agreement, or authorize others to use them on your behalf, you acknowledge and understand that you also agree to this Agreement, and that you cannot begin using the Services until you have indicated your agreement by clicking in the "Accept" button in the Mobile App. In addition, you provide Credit Union with your express consent permitting us to contact you as necessary to provide the

Services, including sending text messages and push notifications to your mobile device using the current mobile phone number you have provided to Credit Union. Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile remote capture deposits, undertaking fraud prevention or servicing, or for any other purpose as provided in this Agreement. If you change your mobile phone number or cease to use the mobile phone number you have provided Credit Union, you agree to immediately notify Credit Union.

**4. Mobile Application Services.** Credit Union's Mobile Application Services (the "Services") provide various services through your mobile device, including, but not limited to, personal financial management tools through eMoney Manager, money transfers through the SendMoney Service, notifications through the Notify Me Service, and check deposit via remote deposit capture. Credit Union reserves the right to add or remove various components of the Services in Credit Union's sole discretion. Customer should visit the Credit Union website at [www.CreditHuman.com](http://www.CreditHuman.com) for a complete listing of current Mobile Application Services.

Some of the activities listed above may not be available for certain accounts or customers. We also reserve the right to refuse to make any transaction you request through the Services for a variety of reasons as set forth in any of the agreements listed in Section 2 governing your use of the Services.

Credit Union retains the ability to either approve or deny your use of the Services, including the Mobile RDC Service in Credit Union's sole and absolute discretion. If Credit Union approves you to use such Services, then by using such Services, you agree to the applicable provisions set forth in this Agreement, you agree to pay any fees that Credit Union may charge in conjunction with such Services (as set forth in Credit Union's current fee schedule), and you understand and agree to the meanings of the defined terms set forth in this Agreement and any related documentation made available to you by us for use with the Services.

**5. Account Ownership/ Accurate Information.** You represent that you are the legal owner of the accounts linked to the Services, and that all the information you provide to us in connection with the Services, including your e-mail and contact information, is accurate, current and complete, and that you have the right to provide such information to us for using the Services. You agree not to misrepresent your identity or your account information. You will keep your account information up to date and accurate. You are an authorized user of the mobile device you use to access the Services.

**6. Use of E-mail Address.** We may send messages relating to the Services to the e-mail address we have on file for you and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described in any applicable agreements governing the Services. If, for any reason your e-mail address changes or becomes disabled, please contact Credit Union immediately so that we can continue to provide you with automated messages.

**7. Location-Based Information.** If you use any location-based feature of the Services, you agree that your geographic location and other related personal information may be accessed and disclosed via the Services. If you wish to revoke Services access to such geographic location information, you must cease using the location-based features of the Services.

**8. Information Regarding GoDeposit, Credit Human's Mobile RDC Transactions.** Subject to the terms and conditions herein, Customer subscribes to, and Credit Union agrees to provide, GoDeposit, the Mobile Remote Deposit Capture ("RDC") Service to be used by Customer in accordance and in compliance with and the Check Clearing for the 21st Century Act ("Check 21 Act"). The Mobile RDC Service enables you to create and submit electronic check images (also known as Image Replacement Documents ("IRDs")) to Credit Union, for deposit to your personal or business deposit account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such RDC check images were obtained. The dollar amount limits and daily number of transaction limits for RDC shall be determined by the Credit Union in its sole discretion. Customer

should visit the Credit Union website at [www.CreditHuman.com](http://www.CreditHuman.com) or talk to their Credit Union banker for information regarding dollar limit and daily number of transactions restrictions. Items exceeding Customer's daily limits must be delivered to Credit Union for processing or held until the next Business Day for transmittal.

For the purposes of this Section 8 and other provisions relating to the Mobile RDC Service, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check21 Act. If you have met, in our sole discretion, the conditions we have established for use of the Mobile RDC Services to make deposits via electronic images, we will provide for acceptance for deposit to your account(s) the electronic images of Original Checks for collection as allowed under this Agreement and the Documentation.

In the event of any unforeseen issues or failure of this product for Mobile RDC deposits, your deposits can be made in person at any Credit Union branch.

By depositing electronic images with the Credit Union via the Personal Mobile RDC Services, you give us the same warranties and indemnities that we, as a reconverting Credit Union, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a Credit Union under the Uniform Commercial Code ("UCC"), as applicable from time to time in the State of Texas, shall also apply to any electronic image of an Original Check the same as if such electronic image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Texas ("Texas UCC"). Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or the Check 21 regulations, you understand that you are deemed to give us all the same warranties you would have given under the Texas UCC for the deposit of an Original Check by transferring to us: (a) Any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any electronic image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- You warrant that the electronic image we convert to a Substitute Check meets the requirements described in the Check 21 Regulation (found at 12 CFR §229.51(a)(1) – (2) and as amended from time to time) for legal equivalence
- And your warranty given above is deemed given to us and any other person, company or Credit Union to which we transfer, present or return any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Credit Union or any subsequent Credit Union receiving a copy of such image.

Customer represents that it shall permit no third parties to use the Mobile RDC Service to deposit Original Checks to Customer's account.

With respect to each and every Personal Mobile RDC deposit initiated by you, you represent and warrant to Credit Union and agree that you shall perform you obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control ("OFAC") and the Bank Secrecy Act.

A. Prohibited Transactions; Procedures; Retention of Original Checks.

1. *Prohibited Transactions.* Customer agrees not to use the Mobile RDC Service to deposit or otherwise process: (i) non-cash items; (ii) items drawn on foreign banks or payable in other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which Customer is not a holder in due course; (v) Substitute Checks, except those which have been returned to Customer for any reason; (vi) items payable to any person or entity other than Customer (i.e., no third-party deposits); (vii) items containing apparent alterations

to any of the information on the front of the check or item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (viii) items dated more than six months prior to the date of deposit; (ix) items prohibited by Credit Union's current procedures relating to the Services or which are not acceptable under the Agreement; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Reg. CC); (xii) checks or items prohibited by Credit Union's current Documentation relating to Personal Mobile RDC Services; or (xiii) checks or items which are otherwise not acceptable under the terms of your account(s).

*2. Processing of Mobile RDC Deposits.* Customer shall submit check images to Credit Union in such format, and with such associated check information, as Credit Union may require periodically, utilizing Accredited Standards Committee X9's Specifications for Electronic Exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of Credit Union's Mobile Application. Credit Union reserves the right to reject any single check image or group of check images for any reason, before or after it/they appear on Credit Union's system.

**All checks submitted through the Mobile RDC Service must be properly endorsed by Customer by signing the back of the check "For electronic deposit only, Credit Human Account # \_\_\_\_\_."**

Items transmitted without being properly endorsed are subject to rejection by Credit Union. Customer agrees to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the original check are legible before capturing the image via the Mobile RDC Service. Specifically, Customer warrants the following: (i) the check image is an accurate representation of the information contained in the original check, and the check image includes all endorsements from the original check; (ii) each check image contains a record of all MICR line information required for a substitute check, and the check image satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by Customer with Credit Union; and (iv) the original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that Credit Union or any other person will be asked to make a payment based on a check or check image that has already been paid. Credit Union has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements. Unless the Credit Union notifies Customer otherwise, Credit Union provides same-day credit to the applicable account for all items transmitted by Customer and received by the Credit Union within the timelines established by the Credit Union.

Electronic images shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of electronic images that are complete, usable, and adhere to the standards discussed above. If any electronic image is not complete, is not usable, or does not adhere to the Standards, the electronic image may not be processed by us, in which event your deposit will be adjusted and notification provided. You understand we will process only your electronic images that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 framework. The daily cut-off time for Personal Mobile RDC deposits is 5:00 p.m. Central Time. Such daily cut-off times may be adjusted by Credit Union in its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, Credit Union will not guarantee that deposits will be processed that day. Credit Union may accept these deposits and they will be processed on Credit Union's next Business Day. Credit Union shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code. The availability of funds for deposits via Mobile RDC Services is set forth in this Agreement.

Should a Drawee Financial Institution return an item to us unpaid, we will charge your respective account for such returned item and may either (i) return the item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against us or seek re-credit with respect to any electronic image, we may provisionally freeze or hold aside a like amount in your account pending investigation and resolution of the claim.

Credit Union may reject any entry which does not comply with the requirements set forth herein. Credit Union may reject any entry if Customer has failed to comply with its account balance obligations. Credit Union may reject any deposit from Customer that does not adhere to the Security Procedures. Credit Union shall notify Customer by phone or electronic transmission, including e-mail or fax, of such rejection no later than the Business Day such deposit would otherwise have been transmitted by Credit Union to the Federal Reserve. Notices of rejection shall be effective when given. Credit Union shall have no liability to Customer by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.

Customer shall have no right to cancel or amend any deposit after its receipt by Credit Union. However, if such request complies with the security procedures, Credit Union shall use reasonable efforts to act on a request by Customer for cancellation of a deposit prior to transmitting it to the Federal Reserve, but shall have no liability if such cancellation is not implemented. Customer shall reimburse Credit Union for any expenses, losses, or damages Credit Union may incur in implementing or attempting to implement Customer's request for the reversal of a deposit.

You understand and acknowledge that we are relying on the truth and veracity of all electronic images submitted for deposit via the Mobile RDC Services by you to us, and you warrant that such electronic images accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in your possession. You also understand that issues regarding returned item collection, returned deposit, and other issues regarding deposit of items not specifically addressed in this Agreement shall be governed by the terms and conditions of the Membership and Account Agreement.

3. *Retention and Security of Original Checks.* Customer shall retain physical checks that represent the deposit for no longer than thirty (30) days following the date of their transmittal to Credit Union and agrees to make the originals available to Credit Union within seventy-two (72) hours of Credit Union's request for fraud control purposes. Such checks must be securely stored, to prevent unauthorized access to the items until they are destroyed (locked cabinet, etc.). You understand that in all cases you are solely responsible for safeguarding all items you retain, during the reasonable period of time described above, from destruction, alteration or theft. Items are to be securely destroyed in a commercially reasonable manner that renders them unusable or otherwise unreadable (shredding) on the thirty-first (31st) day following the date of the deposit.

B. Funds Availability Regarding Mobile RDC Deposits.

1. *Your Ability To Withdraw Funds.* These provisions apply only to demand deposit checking accounts where deposits are made via Credit Union's Mobile RDC Services. You agree that electronic images submitted via Credit Union's Mobile RDC Services from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is to generally make funds from your Personal Mobile RDC Services available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Credit Union's Mobile RDC Services will not be deemed "received" by us until we have received an electronic image that meets all of the requirements for deposits (including all requirements to create a Substitute Check)

stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your account. If you make a deposit via the Mobile RDC Service by the cut-off time of 5:00 p.m. Central Time on a day that is not a Business Day, we will consider such deposit made on the next Business Day we are open.

2. *Longer Delays May Apply.* In some cases, we will not make all of the funds that you deposit via the Mobile RDC Service available to you on the first Business Day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$200 of your Mobile RDC Service deposits, however, will be available on the first Business Day. If we are not going to make all of the funds from your deposit available on the first Business Day, we will generally notify you at the time you make your deposit. We will also attempt to tell you when the funds will be available. If you will need the funds from a deposit via the Mobile RDC Services, you should contact us to inquire when the funds will be available.

In addition, funds you deposit via the Mobile RDC Service may be delayed for a longer period for a variety of additional reasons as determined in Credit Union's sole discretion, including, but not limited to:

- We believe a check you deposit will not be paid
- We believe a check you deposit is a duplicate image
- You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations on your Services that Credit Union may impose
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment
- We exercise our rights to investigate any unusual or suspicious Mobile RDC items as determined in Credit Union's sole discretion

**C. Customer Representation and Agreements: Indemnity.** With respect to each and every deposit initiated by Customer, Customer represents and warrants to Credit Union and agrees that to the best of Customer's knowledge (a) each deposit is made payable to the Customer, (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by Credit Union as provided herein, and (c) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC. In addition to other indemnification under this Agreement, Customer also shall indemnify Credit Union against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

**D. Limitation on Liability.** In addition to the provisions contained in the Agreement, liability shall not exceed the sum of the amount of any loss suffered by the Customer as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any substitute check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the substitute check reduced by any amount the Customer receives and retains as a re-credit. Furthermore, such liability shall be further reduced by the amount of any damages incurred as a result of the negligence or bad faith of the Customer. Without limiting the generality of the foregoing provisions, Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Credit Union's control.

In addition, Credit Union shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in Credit Union having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines

or in Credit Union's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, Customer shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any branch facility of Credit Union.

Subject to the foregoing limitations, Credit Union's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Credit Union of Dallas for the period involved. At Credit Union's option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that Credit Union is responsible for any act or omission of Customer or any other person described in the foregoing Agreement.

**E. Customer Responsibilities.** Customer will maintain at least one or more accounts at Credit Union eligible for the transactions conducted via the Services, including receiving Mobile RDC deposits. With regard to the Mobile RDC Service, Customer will inspect and verify the quality of electronic images, ensuring that the electronic images of the front and back of the Original Checks are legible for all posting and clearing purposes by Credit Union. The Customer's applicable account will be charged for any deposited check that is later returned to Credit Union owing to an actual or alleged breach of any warranty made in this Agreement. Customer will assist in the installation and implementation of any changes and upgrades to the Mobile RDC Services as required by Credit Union to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such Services. Customer will use the Personal Mobile RDC Services to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement. Customer will verify Credit Union's receipt of its Personal Mobile RDC deposits by reviewing deposits that have been posted to the designated accounts, in addition to cooperating with Credit Union in any investigation and resolving any unsuccessful or lost transmissions. Customer will comply with all Security Procedures outlined in this Agreement and any Documentation and agrees not to bypass, override or disable any security mechanisms in the processing software or processing equipment. Customer will cooperate with Credit Union in providing information and access to Customer records in the event of lost, mistaken, incomplete, or unusable electronic images, or in the event of claims of fraud, alteration, counterfeit or otherwise. Customer may not perform the Mobile RDC Service for any third party, and any attempt to do so shall automatically terminate this Agreement, except for any provisions of this Agreement that are expressly to survive such termination.

**9. Information Regarding eMoney Manager.** Use of the eMoney Manager service indicates acceptance of terms and conditions set forth in this Agreement. These terms govern the use of Credit Human's financial management tool described herein as "eMoney Manager," which is offered to each customer enrolled in the Mobile App. eMoney Manager means the Account management service that Credit Human Federal Credit Union makes available through Geezeo.com. eMoney Manager includes analyzing your personal finances through the Account information you provide, and the impact of various strategies on them. You may also monitor any of your financial Account relationships from any of your Accounts at Credit Human Federal Credit Union or from any other Account held by you at another financial institution, assuming that the financial institution has the ability to, and permits you to release your financial information to eMoney Manager and Credit Human Federal Credit Union.

**A. Information Authorization.** We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your Accounts, are not using eMoney Manager in violation of law, including, but not limited to, anti-money laundering laws and regulations. Credit Human Federal Credit Union reserves the right, at its sole discretion, to determine if you are eligible and approved for eMoney Manager. If you are approved for eMoney Manager, we shall verify the Accounts that you add to eMoney Manager. You authorize us to validate the Accounts. Once the validation is complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account.

B. Privacy Policy and Confidentiality. We regard your privacy and security with the utmost importance, and we are committed to safeguarding any information that you share with us. In order to provide eMoney Manager, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

C. User Information. You are licensing to us and our service providers ("Service Provider") the User Information you provide through or to eMoney Manager. Credit Human Federal Credit Union and Service Provider may use, modify, display, distribute, and create new material using such User Information to provide eMoney Manager to you. By submitting User Information, you automatically agree, or promise that the owner of such User Information has expressly agreed that, without any particular time limit, and without the payment of any fees, Credit Human Federal Credit Union and Service Provider may use the User Information for the purposes set forth in this Agreement. As between Credit Human Federal Credit Union and Service Provider, Credit Human Federal Credit Union owns your confidential Account Information. By submitting User Information, you represent that you have the right to grant such content license to us for the purposes set forth in this Agreement. Please refer to the Credit Human Federal Credit Union Privacy Policy located on our web site for further information.

D. Accounts. By using eMoney Manager, you authorize Credit Human Federal Credit Union and Service Provider to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for Accounts requested by you. For all purposes hereof, you hereby grant Credit Human Federal Credit Union and Service Provider a limited power of attorney, and you hereby appoint Credit Human Federal Credit Union and Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR SERVICE PROVIDER ARE COLLECTING INFORMATION RELATED TO EMONEY MANAGER FROM ANY OF YOUR ACCOUNTS, WE AND SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES, THIRD PARTY ACCOUNT PROVIDERS AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY, AND POWER OF ATTORNEY GRANTED BY YOU. YOU UNDERSTAND AND AGREE THAT EMONEY MANAGER IS NOT ENDORSED OR SPONSORED BY ANY THIRD PARTY ACCOUNT PROVIDERS ACCESSIBLE THROUGH EMONEY MANAGER. YOU UNDERSTAND AND AGREE THAT AT ALL TIMES YOUR RELATIONSHIP WITH US AND EACH ACCOUNT PROVIDER IS INDEPENDENT OF US AND YOUR USE OF EMONEY MANAGER. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS BY THE FINANCIAL INSTITUTION OR OTHER PROVIDER OF ANY ACCOUNT, INCLUDING WITHOUT LIMITATION ANY MODIFICATION, INTERRUPTION, OR DISCONTINUANCE OF ANY ACCOUNT BY SUCH PROVIDER. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS, OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (3) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (4) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of Accounts are eligible for eMoney Manager. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate, and other Account types. We are not responsible for any costs or

losses incurred from the provider of your Account or those imposed by applicable law.

E. eMoney Manager Availability. eMoney Manager is generally available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

F. Authorization and Limitations. You authorize us to access your personal financial information for each Account you request to include in eMoney Manager.

G. Suspension and Reinstatement of eMoney Manager. In the event that we at any time incur a problem with your use of eMoney Manager, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use eMoney Manager immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of eMoney Manager by contacting us, using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement of your use of eMoney Manager. In the event we agree to reinstate you, we reserve the right to, and ordinarily will initially reinstate eMoney Manager, subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of eMoney Manager, we at our sole discretion may thereafter restore your ability to use eMoney Manager.

H. Your Responsibility for Errors. You understand that we must rely on the information provided by you, and you authorize us to act on any instruction that has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such requests through eMoney Manager. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Accounts, but you acknowledge and agree Credit Human Federal Credit Union shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities, or misinformation in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

I. Proprietary Rights. You are permitted to use eMoney Manager only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works from eMoney Manager. Further, you may not reverse engineer, or reverse compile any of eMoney Manager technology.

J. No Unlawful or Prohibited Use. As a condition of using eMoney Manager, you will not use eMoney Manager for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use eMoney Manager in any manner that could damage, disable, overburden, or impair eMoney Manager or interfere with any other party's use and enjoyment of eMoney Manager. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through eMoney Manager. You agree that these warranties and representations will remain in full force and effect, even if this Agreement terminates for any reason.

K. Security Procedures. You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution

such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Account.

L. Deviating from Security Procedures. You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these communications.

M. Account Number Policy. If instructions identify a financial institution or beneficiary by name and Account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.

N. Our Liability. If we fail to provide eMoney Manager in accordance with the terms and conditions of this Agreement, we shall be responsible for correcting improper Account information. We are not responsible or liable for incomplete, incorrect, failed or late Account information due to any other financial institution system failures, errors, or mistakes. Except as otherwise required by law, we shall in no other event be liable for any losses, fees, overdraft charges, or damages other than those arising from our breach of a representation or warranty provided herein. You agree that your use of eMoney Manager constitutes authorization for us to obtain information related to your Accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if you suffer a loss based on the accuracy of information provided to you through eMoney Manager. You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including, without limitation, acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third-party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

O. Limitation of Warranty and Liability. YOU UNDERSTAND AND AGREE THAT EMONEY MANAGER IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF EMONEY MANAGER IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF EMONEY MANAGER IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD-PARTY RIGHTS. FURTHERMORE, WE MAKE NO WARRANTY OR REPRESENTATION THAT: (I) EMONEY MANAGER WILL MEET YOUR REQUIREMENTS; (II) EMONEY MANAGER WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF EMONEY MANAGER WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH EMONEY MANAGER WILL MEET YOUR EXPECTATIONS; OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. NO

ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CREDIT HUMAN FEDERAL CREDIT UNION OR SERVICE PROVIDER THROUGH OR FROM EMONEY MANAGER WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. EXCEPT AS DESCRIBED IN THIS AGREEMENT, NEITHER CREDIT HUMAN FEDERAL CREDIT UNION NOR SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES OR ACCOUNT PROVIDERS WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (I) THE USE OF OR THE INABILITY TO USE EMONEY MANAGER; (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (III) ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGED RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM EMONEY MANAGER; (IV) UNAUTHORIZED ACCESS TO, OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANYONE ON EMONEY MANAGER; (VI) ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS; (VII) ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY; (VIII) STATEMENTS OR CONDUCT OF ANYONE ON EMONEY MANAGER; (IX) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (X) ANY OTHER MATTER RELATING TO EMONEY MANAGER.

P. Indemnification. You agree to indemnify, defend, and hold harmless Credit Human Federal Credit Union, our affiliates, partners, officers, directors, employees, consultants, and agents from any and all third-party claims, liability, damages, expenses, and/or costs (including, but not limited to, attorney's fees) arising directly or indirectly from: (a) your use of eMoney Manager; (b) your violation of these terms or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone; or (c) our reliance on the information, instruction, license, and/or authorization provided by you under or pursuant to this Agreement; (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via Credit Human's Online Service or eMoney Manager; and/or (e) your infringement, or infringement by any other user of your Account(s) at our web site, of any intellectual property or other right of any person or entity.

**10. Information Regarding Notify Me Service.** Upon signing up for the online banking service or Mobile App you will be automatically enrolled to use the Notify Me Service. Notifications will be sent out to the email address on file whenever a successful online banking or Mobile App logon occurs on your account. Please be aware that information transmitted via email may not be secure, and Credit Human cannot guarantee the security of any information transmitted to an email address. This feature can be disabled online by accessing the Notify Me option under the settings menu in online banking. This email notification may be cancelled by Credit Human administration if sent emails are returned undeliverable. It is your responsibility to re-enable this feature after you have updated your email address. Although the Credit Human Notify Me service is designed to give you timely notice of specific events, it cannot provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your Notify Me alerts which may or may not be out of the control of Credit Human, such as technical difficulties suffered by your Internet service provider or wireless communications carrier. Further, some mobile phones or certain other devices may omit a portion of the Notify Me alert. Credit Human Federal Credit Union makes no warranties to you about the timeliness of the Notify Me service or the accuracy, reliability, or completeness of any alerts or email notifications we provide you. Your use of the Credit Human Notify Me service is at your own risk. Credit Human provides the Notify Me service and its messages to you on an "as is" basis without any warranties of any kind. Under no circumstances shall Credit Human be liable for any type of damages resulting in any way from your use of or reliance upon the Credit Human Notify Me Service or the contents<sup>14</sup> of specific alerts or notifications.

**11. Information Regarding SendMoney.** By accepting this Agreement and using SendMoney, you agree to all the terms, conditions and notices contained in this Agreement. By accepting and using SendMoney you also agree to abide by the PayPal User Agreement and agree Credit Human is not responsible for any issues arising with your account due to the use of PayPal or SendMoney.

A. Transfers and Payments Made Through PayPal. Credit Human provides you the ability to initiate payments or transfers from your checking account using the Mobile App, through PayPal to a third party during a mobile banking session ("SendMoney Services" or "SendMoney"). By agreeing to use SendMoney, you are able to send money via mobile banking to others using a cell phone number or email address through the PayPal network.

B. Initiating a Payment. When a SendMoney payment/transfer transaction is initiated, the funds are immediately withdrawn from your account for transfer and credit to PayPal in order to provide the funds to the directed recipient. You agree that such requests constitute your authorization for Credit Human and PayPal to make the payment/transfer. Once you have provided your authorization for the payment/transfer you may not be able to cancel the electronic transfer/ payment that has been claimed by the recipient. Credit Human or PayPal may, at our sole discretion, decline to effect any funds payment/transfer that we believe may violate applicable law or Credit Union policies or procedures.

Sending a SendMoney payment/transfer does not require having a PayPal account; however, the payment/transfer recipient must have an active PayPal account or open a PayPal account within thirty (30) days of the payment/transfer initiation.

C. Refused and Refunded Transactions. When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal or Credit Human liable for any damages resulting from a recipient's decision not to accept a payment/transfer made through this service. We will return any unclaimed, refunded or denied payment/transfer to your account within forty-five (45) days of the date you initiate said payment/transfer. If a payment/transfer is unclaimed, denied or refunded for any reason, we will return the money to your account.

D. Your Personal Data. At the request of PayPal, to verify or confirm your identity, Credit Human may share your personal data with PayPal to process your transaction. This data may include your name, Social Security Number, mailing address, email address, or cell phone number.

E. Transaction History. You may view your transaction history by logging in to the mobile app or online banking to look at your account history. Your history is also available on the periodic statements we provide you.

F. Eligibility. To be eligible for the SendMoney, you must 1) be a member in good standing as established by Credit Human, and 2) have a qualified account for any payment/transfer processed through SendMoney. The SendMoney Service may be revoked at any time by Credit Human without any further notification and any transfers scheduled may be cancelled at any time in the event of misuse, fraud, abuse and/or any other violations of regulations as described in this disclosure.

G. Credit Human Share Draft or Money Market. Credit Human reserves the right to refuse to complete any transfer or payment/transfer. Credit Human also reserves the right to screen SendMoney payment/transfer recipients and reject or cancel the payment/transfer as mandated by Federal or other law. Credit Human may discontinue offering this service at any time without any prior notification. Users of SendMoney accept that they are also subject to PayPal guidelines and restrictions.

H. Fees Associated With SendMoney. No fees are currently applied to members using SendMoney via the Mobile App. You are responsible for any additional fees incurred by using SendMoney. These fees include, but are not limited to, fee for Non-Sufficient Funds, Courtesy Pay, Overdraft Transfer and other fees that may be applicable. Fees may be added or adjusted at any time at the sole discretion of Credit Human. For a full listing of fees please visit [CreditHuman.com](http://CreditHuman.com).

PayPal may charge fees to the recipient of the payment as described in the recipient's agreement with PayPal. Users are responsible for current or future fees assessed by PayPal as described in the PayPal User Agreement.

I. Limitations on Frequency and Dollar Amount of SendMoney Transactions. Limits may be imposed on the amount of money you can send through SendMoney. SendMoney payments/transfers may be scheduled at any time not to exceed the dollar limits as set by Credit Human. Multiple transactions may be completed daily not to exceed the dollar limits as set by Credit Human may at its sole discretion adjust account limits without prior notice.

- Dollar limit for SendMoney: \$500 Aggregate Daily Limit
- Number of daily transactions allowed: No Limit

J. Security Procedures.

You are responsible for protecting and keeping your account number, PIN, User ID, password or any other means of accessing your account confidential. The loss or theft of unauthorized use of this information could cause the loss of some or all of the money in your account, plus any amount available in any overdraft source. If you disclose your account number, PIN, User ID, password or any other means of accessing your account to any other person or entity, you assume all risks and losses associated with the disclosure of the information.

If you believe someone may attempt to use or has used SendMoney without your permission, or any unauthorized use or security breach has occurred, you agree to notify Credit Human promptly at 800 688-7228. Regular business hours are Monday-Friday 8 a.m. to 6 p.m. CT.

K. Limitation of Warranty and Liability. You understand that Credit Human does not make any warranties as to PayPal, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Credit Human is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by your use of PayPal via the Mobile App.

**12. Information Regarding Mobile Card Control Services.** Use of the Card Control Service indicates acceptance of terms and conditions set forth in this Agreement. These terms govern the use of Credit Human's mobile card services (the "Card Control Service" or "Card Control Services"). Card Control Services, which are not guaranteed to properly function, include viewing your account balances and transactions, setting alerts regarding the usage of your account and associated debit card ("Card"), and setting restrictions on your usage of your Card.

A. Limited License. The Card Control Service is licensed, not sold, to you for use only under the terms of this license. Credit Union reserves all rights not expressly granted to you. This license granted to you for the Card Control Service by Credit Union is limited to a non-transferable license to use on devices that you own or control. This license does not allow you to use the Card Control Service on any product that you do not own or control, and you may not distribute or make the Card Control Service available over a network where it could be used by multiple devices at the same time. You may not transfer in any form (including rent, lease, lend, sell, redistribute or sublicense) the Card Control Service. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Card Control Service, any updates, or any parts of updates, except regarding use of open source elements components included with this Card Control Service. Any attempt to do so is a violation of the rights of your Credit Union and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Credit Union that replace and/or supplement the original Service, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

B. Data Collection. By using the Card Control Service, you acknowledge and accept that Credit Union may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Card Control Service. Credit Union may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. You also understand that full use of this Card Control Service requires you to have an account with Credit Union and that personally identifiable information may be collected by Credit Union in conjunction with your transaction, consistent with federal law and the Credit Union's applicable policies and agreements. The personal data you may choose to give to Credit Union by means of registering the Card Control Service with Credit Union shall be governed by the applicable privacy policies, if any, of the Credit Union.

C. Third-Party Services. The Card Control Service may enable access to Credit Union and third-party services and websites, such as GPS locator websites that allow you to find a branch or obtain other information (collectively and individually, "Third-Party Services"). Use of the Third-Party Services may require Internet access and that you accept additional terms of service for those Third-Party Services. To the extent this Card Control Service allows you to access Third-Party Services, Credit Union, and its licensors, reserve the right to change, suspend, remove, or disable access to any such Third-Party Services at any time without notice. In no event will Credit Union be liable for the removal of or disabling of access to any such Third-Party Services. Credit Union may also impose limits on the use of or access to certain Third-Party Services, in any case and without notice or liability. You understand that Credit Union may offer integration of its own Card Control Services with Third-Party Services for your convenience. Further, you understand that Credit Union is not affiliated with, does not endorse, and is not responsible to these Third-Party Services. Credit Union is not responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from those of Credit Union. Any personal data you may choose to give to such third-parties in the course of using the Third-Party Services is not governed by any Credit Union privacy policies.

D. No Warranty. In addition to warranty provisions contained elsewhere in this Agreement, you retain all normal responsibility for the use of your Card and accounts. Credit Union is not responsible for any losses or damages caused by any malfunction in the Card Control Services. Credit Union is not responsible or liable if the App malfunctions or the Card Control Services are not properly performed. The App may provide you with incorrect information regarding your account balances and transactions. The App may fail to provide you with an alert you have requested. The App may fail to implement a control or restriction you have requested. Credit Union will have no liability in such circumstances. Further, you expressly acknowledge and agree that use of the Card Control Service and the Card Control Services is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. Credit Union makes no representation, endorsement, or warranty that the Card Control Services or the App are accurate, properly functioning, or suitable for any particular purpose.

**13. Information Regarding QMoney.** Use of the QMoney service indicates acceptance of terms and conditions set forth in this Agreement. These terms govern the use of Credit Human's short-term, small loan service that Credit Human makes available in the Mobile App through qCash Financial, LLC ("QMoney"). Certain fees may apply to submit a loan application through QMoney, and interest and other may fees apply to obtain a loan through QMoney, as more fully disclosed within the QMoney service. Loans are subject to application and approval, pursuant to standard underwriting criteria. Not all applicants will qualify for a loan or for the maximum loan amount. Loans should be used for short-term financial needs only and not as a long-term solution.

**14. Reporting Unauthorized Transactions; Liability for Authorized Mobile Application Transactions.** Requirements for reporting unauthorized transactions are set forth in your Electronic Fund Transfers Agreement and Disclosure. Please visit [www.CreditHuman.com/privacy](http://www.CreditHuman.com/privacy) for a

copy of this Agreement and Disclosure

Tell us at once if you believe your mobile ID or password 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 immediately. The unauthorized use of your mobile ID and password could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

When you give someone your mobile ID and password, you are authorizing that person to use your Services, and you are responsible for all transactions that person performs while using your Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Additional information regarding unauthorized transfers can be found in your Electronic Funds Transfers Agreement and Disclosure.

Transactions initiated by you, or by someone acting with you or at your instruction, with fraudulent intent are also deemed authorized transactions. For your protection, sign off after every Mobile Application Service session.

**15. Use of Services.** You agree that you will learn how to use the Services from the instructions contained within the Services, and you agree that you will contact us at the Member Service Center at 800-234-7228 if you have any questions about or problems with the Services. If the Services are modified, you are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of these Services without the prior written consent of Credit Union, which may be withheld in its sole discretion. Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in **the Membership and Account Agreement**, Credit Union will not be liable to you for any losses caused by your failure to properly use the Services or your mobile device.

You agree not to use the Services in any way that would: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the computer networks connection to the Service; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Service in such a manner as to gain unauthorized entry or access to the Credit Union's computer systems or the computer systems of others.

You also agree not to use or otherwise export or re-export the Services except as authorized by United States law and the laws of the jurisdiction in which the Services were obtained. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Services for any purposes prohibited by United States law, including, but not limited to, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as

such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights are reserved under the copyright laws of the United States.

**16. Processing Equipment and Processing Software.** You must obtain the Credit Union's Mobile Application in the Apple or Google (Android) app stores and install it on your mobile device in order to become approved and use the Services. You must comply with the mobile device hardware, software, and other requirements, as well as applicable Security Procedures, as set forth in this Agreement and in any related documentation or any supplemental information and/or instructions provided by Credit Union.

For the Mobile RDC Service in particular, you understand that failure to comply with mobile device hardware, software and other requirements regarding the Services may result in you being unable to generate a Sufficient Image Copy in order to create an electronic image to complete a Mobile RDC deposit.

Credit Union reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder, and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing your sensitive personally identifiable information ("PII") of any individual, the security of your Services may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your mobile device (hardware and software) and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

In addition to other limitations on Credit Union's liability contained elsewhere in this Agreement, you understand, acknowledge and agree that Credit Union is not responsible for any loss or damages resulting from any errors or failures of your mobile device or data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any mobile device network problems that may be associated with your access and use of our Services.

For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to Credit Union (including, but not limited to, electronic images or Substitute Checks) retained on any processing equipment or processing software (including your mobile device used by you in conjunction with the Services), and all data produced, compiled or otherwise provided by Credit Union to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time and at any time. Once such data owned by you is delivered by Credit Union to you, retrieved by you from Credit Union, or otherwise created as a byproduct of a transaction between you and Credit Union and retained by you, such data owned by you is solely within your possession and control.

**17. Security Procedures.** Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in your Membership and Account Agreement, you are responsible for all payments, transfers or other transactions you authorize using the Service. If you permit other persons to use your mobile device to access the Service, you are responsible for any transactions they authorize. If you access the Service on your mobile device, you understand that you will be required to enter your mobile ID and password. The Service may include your name and certain information about your account, such as the last 4 digits of your account

number or specific account transaction information. **You understand and acknowledge that transmission of your masked account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and you hereby authorize us to send such information via the Service to your mobile device. Use of our normal security procedures for maintaining confidentiality and security of information constitutes fulfillment of our obligations to exercise due care.**

With regard to the Services, you agree to the security procedures (“Security Procedures”) used by Credit Union in connection with such Services. Such Security Procedures offered by Credit Union are described herein and in related documentation applicable to such Services. As part of the Security Procedures, Credit Union may employ various authentication technologies, including, but not limited to, use of mobile IDs, passwords and other “Additional Authentication Information” (“AAI”) that Credit Union may require you to provide at Credit Union’s sole discretion. Credit Union employs various security and authentication technologies to ensure you are communicating directly with Credit Union, and also to ensure your mobile device is communicating with a legitimate Credit Union computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. **YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR MOBILE ID AND PASSWORD PROVIDED BY Credit Union, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.**

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, you shall immediately notify the Credit Union by telephone and confirm such oral notification in writing to Credit Union within twenty-four (24) hours of the oral notification. Credit Union will replace the Security Procedures in accordance with the Credit Union’s standard security requirements related to the Services. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Credit Union has received such notification and has had a reasonable opportunity to act on such notification. Credit Union reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of the Services after the Credit Union provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Credit Union is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that for Mobile RDC Services, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting.

No Credit Union employee, nor any company affiliated with or a third-party service provider of Credit Union, will contact you via e-mail or phone requesting your mobile ID or mobile password. If you are contacted by anyone requesting this information, **DO NOT GIVE ANY OF YOUR INFORMATION OUT**, and please contact us immediately to report the details of the incident.

**18. Maintenance and Support.** Credit Union is solely responsible for providing any maintenance and support services with respect to the Services, as specified in this Agreement and under applicable law. Credit Union and you acknowledge that neither Apple, Inc. nor Google, Inc. (Android) has any obligation whatsoever to furnish any maintenance and support services with respect to the Services.

**19. Copyrights and Other Intellectual Property; User Conduct.** The license granted to you for the Services is a non-transferable license to use the Services on an iOS or Android Operating System product that you own or control and as permitted by the usage rules and terms of service governing the Apple, Inc. App Store or the Google, Inc. Android, as applicable.

Except where otherwise expressly noted or as noted below, all contents of the Services, including the graphics, icons and overall appearance of the Services, are the sole and exclusive property of Credit Union, its subsidiaries or affiliates, or third parties with whom Credit Union utilizes to provide any portion of the Services. Certain of Credit Union's trademarks and/or service marks are also included in the Services. The posting of the contents of the Services neither constitutes a waiver of any of Credit Union's proprietary rights nor 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 Service 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 Service.

The display of third-party trademarks within the Services does not grant you a license of any kind. Any downloading of contents of the Services or any other service linked to the Services may be a violation of federal trademark and copyright laws.

Credit Union and you acknowledge and agree that, in the event of any third-party claim that the Services or your possession or use of the Services infringes that third party's intellectual property rights, Credit Union and its third-party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**20. Change In Terms.** Please refer to the applicable sections of the Credit Union Internet Banking Agreement for details regarding changes in terms in this Agreement.

**21. Service Contact.** Credit Union and any of its third-party service providers are the developers of this Service. If you have any questions, complaints or claims with respect to the Service, you may contact Credit Union by phone at Member Service Center at 800-688-7228, e-mailing us at [memberservicecenter@credithuman.com](mailto:memberservicecenter@credithuman.com), or writing to us at this address: Credit Human, Attention Member Service Center, PO Box 1356, San Antonio, TX 78295-1356.

**22. Credit Union Responsibilities.** Credit Union will provide access to the processing equipment and software for the Services through the Mobile Application. Credit Union will also provide maintenance and support for the Services to ensure the accurate delivery of the Services, including, but not limited to:

- Corrections, contingent or alternate work methods, and repairs to any know system bugs or errors.
- Modifications, enhancements, or updates that Credit Union elects to make generally available to its customers.
- Telephone and e-mail support during Credit Union's normal business hours.

Credit Union will provide the required mobile ID and password to Customer in order to engage in the Services. Credit Union will provide related documentation as well as training materials and support reasonably required for Customer's use of the Services.

**23. Legal Compliance.** Credit Union and you agree to abide by all applicable international, federal, state and local laws, rules, regulations and ordinances pertaining to the Services. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) that you are not listed on any U.S. Government list of prohibited or restricted parties, such as the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals List.

**24. No Warranties.** Although Credit Union attempts to provide accurate information, names,

images, pictures, logos, icons, documents, and materials on the Services, Credit Union makes no representation, endorsement, or warranty that such contents are accurate or suitable for any particular purpose. In addition to any other warranty issues discussed in this Agreement, THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICES AND CONTENTS IS AT YOUR SOLE RISK. THE SERVICES AND 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, Credit Union ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY WHICH MAY BE PART OF OR ACCESSED VIA THE SERVICE.

Finally without limitation as to the foregoing, in regard to Limitation of Liability, IN NO EVENT WILL Credit Union OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE 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 THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY WHICH MAY BE PART OF AR ACCESSED VIA THE SERVICE, OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF Credit Union IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

If you download the Service from Apple, Inc. via the Apple App Store, then in the event of any failure of the Service to conform to the warranty as described in this Agreement, you may notify Apple, Inc., and Apple, Inc. will refund your purchase price for the Service, if any. However, to the maximum extent allowed by Applicable Law, Apple, Inc. will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Credit Union and any of its third-party providers.

**25. Service Claims; Our Limited Liability for Use of Mobile Application Service.** Credit Union and you acknowledge and agree that Credit Union, and not Apple, Inc., or Google, Inc. (Android), is responsible for addressing any claims (a) by you or any third party relating to the Services, or (b) relating to your possession and use of the Services, including, but not limited to product liability claims or any claim that the Service fails to conform to any Applicable Law, including applicable consumer protection laws.

In addition to any other limitation on liability of the Credit Union and its third-party service providers as stated in this Agreement, IN NO EVENT WILL CREDIT UNION, OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR MOBILE BANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, YOUR INABILITY TO USE THE MOBILE APP, OR ANY THIRD-PARTY SERVICES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN WHEN CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF CREDIT UNION AND OUR THIRD-PARTY SERVICE PROVIDERS UNDER THESE TERMS OF USE SHALL NOT EXCEED FIVE HUNDRED DOLLARS. Because some states do not allow the exclusion or limitation of liability for

consequential damages, the above limitations may not apply to you. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

**26. Indemnification.** You understand that there are risks associated with using your mobile device, and that in the event of theft or loss, your confidential or personally identifiable information could become compromised. UNLESS CAUSED BY CREDIT UNION'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD CREDIT UNION AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, MOBILE SERVICE PROVIDERS, AND LICENSORS AND THEIR AFFILIATES AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING FROM (A) A THIRD-PARTY CLAIM, DISPUTE, ACTION, OR ALLEGATION OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES, OR OTHERWISE IN CONNECTION WITH THE SERVICE; (B) YOUR VIOLATION OF ANY LAW, THIS AGREEMENT, OR RIGHTS OF A THIRD PARTY; OR (C) YOUR USE, OR USE BY A THIRD PARTY, OF THE SERVICE. YOU RELEASE US AND OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE THAT MAY ARISE BETWEEN YOU AND ONE OR MORE OTHER USERS OF THE MOBILE APP. IN ADDITION, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH STATES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF NOT KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR, AND WAIVE ANY SIMILAR OR ANALOGOUS RIGHTS THAT MAY EXIST UNDER ANY APPLICABLE LAW.

**27. Third-party Beneficiaries.** You agree that our third-party service providers may rely upon your agreement and representations, and that such service providers are intended third-party beneficiaries to this Agreement, with the power to enforce this Agreement against you. Credit Union and you acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc. (Android) and all of its subsidiaries, are third-party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, either Apple, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

**28. Termination.** You may terminate the use of Credit Human Online or any service within online banking by contacting us in writing by mail, email, or personal delivery. If your Account is closed or restricted for any reason, Credit Human Online accessibility will automatically terminate. We may terminate this Agreement at any time with or without notice. For example, if we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may: terminate, suspend or limit your access to or use of the Site or the Card Control Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. These remedies are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise. All licenses granted under this Agreement are effective until this Agreement is terminated by you or Credit Union, as set forth above. Once a license granted under this Agreement is terminated, you are no longer entitled to use the Services and you shall cease all use of the Services and destroy any legally made copies, or portions thereof, of the Services.

**29. Governing Law; Venue.** This Agreement and your use of the Mobile App shall be governed by and construed in accordance with the laws of the State of Texas, including its conflicts of laws rules. If for any reason a court of competent jurisdiction finds any provision or portion of the

Agreement to be unenforceable, the remainder of the Agreement will continue in full force and effect. Your use of the Mobile App may also be subject to other local, state, national, or international laws. Any lawsuit or dispute with Credit Union regarding this Agreement or your use of the Mobile App shall proceed in a court located in Bexar County, Texas.

**30. Waiver of Jury Trial.** You and Credit Union hereby waive its right to trial by jury in respect of any dispute involving the other party hereto.

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

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

**33. Severability; Interpretation.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive termination of this Agreement will survive the termination of this Agreement.