

Texas Plains Federal Online Banking Disclosure Agreement

- I. **Agreement** - This Agreement is a contract which establishes the rules, which cover your electronic access to your accounts at Texas Plains Federal Credit Union ("TEXAS PLAINS FEDERAL") through TEXAS PLAINS FEDERAL ONLINE BANKING ("ONLINE BANKING"). By using ONLINE BANKING, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your TEXAS PLAINS FEDERAL accounts as well as your other agreements with TEXAS PLAINS FEDERAL such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Texas (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and TEXAS PLAINS FEDERAL's successors and assignees. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

- II. **Definitions** - As used in this Agreement, the words "we," "our," "us," and "TEXAS PLAINS FEDERAL" mean Texas Plains Federal Credit Union. "You" and "your" refer to the account holder authorized by TEXAS PLAINS FEDERAL to use ONLINE BANKING under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through ONLINE BANKING. "Account" or "accounts" means your accounts at TEXAS PLAINS FEDERAL. "Electronic fund transfers" means automated teller machine (ATM) withdrawals, preauthorized transactions, point-of-sale transactions, transfers to and from your TEXAS PLAINS FEDERAL accounts using ONLINE BANKING. "ONLINE BANKING Services" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday. Holidays are not included.
- III. **Online Banking Service** - You can use ONLINE BANKING to check the balance of your accounts, view account histories, transfer funds between your TEXAS PLAINS FEDERAL accounts, submit loan applications, create notification alerts, change your password, and change your email address.

Posting of Transfers - Transfers initiated through ONLINE BANKING are normally posted to your account immediately. ONLINE BANKING identifies transfers based upon the account log-on ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts in order to avoid overdrafts.

Limits on Amounts and Frequency of ONLINE BANKING Transactions - The number of transfers from TEXAS PLAINS FEDERAL accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Account Alerts - The Account Alerts service is a tool for managing accounts. However, Account Alerts should not be relied upon solely for account information. Although TEXAS PLAINS FEDERAL makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to: spam filters, relay detectors,

inaccurate or obsolete email addresses, network or system failures, etc. TEXAS PLAINS FEDERAL recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. TEXAS PLAINS FEDERAL does not guarantee the delivery of any account alert.

Periodic Statements - You will not receive a separate ONLINE BANKING statement. Transfers to and from your accounts using ONLINE BANKING will appear on the respective periodic paper statements for your TEXAS PLAINS FEDERAL accounts.

- IV. **Access** - To use ONLINE BANKING, you must have at least one share account at TEXAS PLAINS FEDERAL, access to Internet service, and an e-mail address. ONLINE BANKING can be used to access only the TEXAS PLAINS FEDERAL accounts for which you are designated as "Owner" or "Joint Owner". We undertake no obligation to monitor transactions through ONLINE BANKING to determine that they are made on behalf of the account holder.

Hours of Access - You can use ONLINE BANKING 7 days a week, 24 hours a day, although some or all ONLINE BANKING services may not be available occasionally due to emergency or scheduled ONLINE BANKING maintenance. We agree to post notice of any extended periods of non-availability on either the ONLINE BANKING web site or the TEXAS PLAINS FEDERAL web site.

- V. **Security** - You understand the importance of your role in preventing misuse of your accounts through ONLINE BANKING and you agree to promptly examine your periodic statement for each of your TEXAS PLAINS FEDERAL accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your pin and password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via ONLINE BANKING are encrypted in an effort to provide transmission security and ONLINE BANKING utilizes identification technology to verify that the sender and receiver of ONLINE BANKING transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the ONLINE BANKING is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing ONLINE BANKING, or e-mail transmitted to and from us, will not be monitored or read by others.

Your Password - For security purposes, we recommend you change your password upon your initial login to ONLINE BANKING. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon five unsuccessful attempts to use your pin/password, your access to ONLINE BANKING will be restricted. To reestablish your authorization to use ONLINE BANKING, you must contact us to have your account access reset or to obtain a new password.

We recommend that you create a password that uses both upper- and lowercase alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

- VI. **Fees and Charges** - At the present time, ONLINE BANKING is a free service through TEXAS PLAINS FEDERAL. In the event, the credit union decided to charge for the service you would be notified. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of ONLINE BANKING.

- VII. **Your Liability for Unauthorized Transfers** - CONTACT US AT ONCE if you believe your pin/password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses.
- VIII. **Disclaimer of Warranty and Limitation of Liability** - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the ONLINE BANKING Services provided to you under this Agreement. We do not and cannot warrant that ONLINE BANKING will operate without errors, or that any or all ONLINE BANKING Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to ONLINE BANKING, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of TEXAS PLAINS FEDERAL and its affiliates exceed the amounts paid by you for the services provided to you through ONLINE BANKING.
- IX. **Right to Terminate** - You may cancel your ONLINE BANKING service at any time. You agree that we can terminate or limit your access to ONLINE BANKING Services for any of the following reasons:
- a. You or any authorized user of your account breaches this or any other agreement with the Credit Union (includes account abuse or overdrafts).
 - b. We have reason to believe that there has been or might be an unauthorized use of your account.
 - c. You or any authorized user of your account requests that we do so.
- X. **Change in Terms** - We may change any term of this Agreement at any time. If the change would result in increased fees for any ONLINE BANKING service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our ONLINE BANKING electronic fund transfer. We will post any required notice of the change in terms on the TEXAS PLAINS FEDERAL ONLINE BANKING Web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer ONLINE BANKING, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject ONLINE BANKING Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.