



## Online and Mobile Banking Master Terms and Conditions

### Account Transfer Agreement, Mobile Check Deposit Agreement, Card Management Service, and Bill Payment Agreement

First Basin Credit Union (Credit Union, FBCU, We, Us, or Our regardless of case) and the First Basin Credit Union member (Member, You, or Your regardless of case or plurality) who accepts these Online and Mobile Banking Master Terms and Conditions, Account Transfer Agreement, Check Deposit Capture Agreement, Card Controls Service, and Online Financial Management Services Agreement (inclusively: Agreement) by enrolling as a first time user for the Online and Mobile Banking Service (“OLMB Service”), agree to this Agreement in its entirety:

### Online and Mobile Banking Agreement

#### 1. Account Ownership

Only the primary account holder with ownership rights to a FBCU membership and share accounts (“Account”), may enroll and use any or all features of the OLMB Service. A joint-owner and/or authorized user may be granted access with authorization from the primary account holder.

A transaction initiated by any owner of the Account, or authorized by any owner of the Account, using the OLMB Service is considered an authorized transaction, and except as provided in this Agreement, FBCU shall not be liable to you for such transactions. All persons with ownership rights to an Account are responsible for access to, and use of, the OLMB Service. You understand and agree that if you authorize someone (authorized user) to use the OLMB Service; you are fully responsible for all transactions made by such authorized user.

You agree it is your sole responsibility to keep your contact information current within the OLMB Service, including but not limited to, your name, address, phone number, and e-mail address. You may update your contact information by visiting any FBCU branch location or by sending us a message via OLMB Support.

#### 2. Agreement to Use OLMB Services and Ancillary Services

By agreeing to the OLMB Agreement of the OLMB Service in the manner described above, and by agreeing to the terms of any ancillary services offered through the OLMB Service by enrolling to use such services through the OLMB Service (such ancillary services to include, but not limited to, the Account Transfer Service, Mobile Check Deposit Service, and Bill Pay Service, and any other services provided through the OLMB Service now or in the future), you are electronically signing this Agreement and those agreements related to the ancillary products and services for which you have enrolled through the OLMB Service. You

understand and agree that any electronic signature you provide through the OLMB Service, and any of its ancillary services, is valid and enforceable as your legal signature. You acknowledge that the electronic signature will legally bind you to the terms and conditions contained within this Agreement just as if you had physically signed the same documents with a pen.

#### 3. E-Sign Act Disclosure and Consent

This disclosure (pursuant the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”)) documents your consent to electronically receiving document as well as consequences of withdrawing your consent. Please read this disclosure and authorization carefully and download, save and/or print a copy for your files.

#### Consent to Receive Statements, Notices, and Disclosures Electronically

When you use a product or service to which this disclosure applies, you agree that First Basin Credit Union (“We”) may provide you with any communication in electronic format and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- Online banking service, bill pay service, mobile banking service, and remote deposit capture service.
- Periodic account statements, notices (e.g. renewal, change in terms and other notices) and disclosures regarding your account(s).
- Disclosures or notices pursuant to: Electronic Funds Transfer Act and Regulation E, Truth in Savings, Funds Availability Act and Regulation CC, Equal Credit Opportunity Act and Regulation B, Real Estate Settlement Procedures Act, Truth in Lending Act and Regulation Z, Internal Revenue Code, and any other applicable federal, state or local law, or regulation or any agreement with you.
- Privacy policies and notices.

#### Method of Providing Communications to You in Electronic Form

All communications that we provide to you in electronic form will be provided either (1) via email, or (2) by access to a website that we will designate in an email notice we send to you at the time the information is available.

#### Hardware and Software Requirements

In order to access, view, and retain electronic communications that we make available to you, you must have:

- A personal computer or smart device with sufficient storage for document storage if you choose to save your

documents for future use.

- An email address in order to receive our electronic communications.
- An up to date browser of your choice from Microsoft, Mozilla, Google, etc. with the ability to view PDF documents. If your browser does not support PDF viewing, please download any number of the free PDF viewers available for download.

These technical requirements are subject to change. If they change, you will be provided with an updated version of this agreement and asked to provide us with your consent in a manner that reasonably demonstrates your ability to receive notices and disclosures under the new technical requirements.

### **Requesting Paper Copies**

We will not send you a paper copy of any communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within sixty (60) days after we first provided the electronic communication to you. To request a paper copy of a fee of \$5.00 per periodic statement may be charged to your account (s), please submit your request to as set out below.

### **Communications in Writing**

All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this disclosure and any other communication that is important to you.

### **Informing Us of Your Current Email Address**

You are responsible for providing us with a working individual email address to which we can send required information and for ensuring that it is kept current in our files. Please inform us each time you change your email address by contacting us as set out below.

### **Withdrawing Your Consent**

If, after you have consented to receive the communication electronically, you decide that you wish to receive the communications in paper format only, you may withdraw your previously provided consent by contacting us as set out below. You should cancel the communication prior to the last day of the month or quarter to receive a paper periodic statement.

### **How to Contact First Basin Credit Union**

In each instance, you may contact us by written request at 7100 E. TX Hwy 191 Odessa, TX 79765, by email at [InfoCenter@firstbasin.com](mailto:InfoCenter@firstbasin.com) or by phone at (800) 322-7242.

### **Consent**

By agreeing to terms and conditions as described herein, you electronically consent to receive disclosures and notices and to the terms and conditions as described above. By providing

your consent electronically, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the joint-owners of your account(s).

### **4. OLMB Service Eligibility and Statement of Application**

The OLMB Service, and any of its ancillary services, is for member use only. To enroll for the OLMB Service, you must be a current, active FBCU member, and your Account must not be dormant, closed, or otherwise restricted. By entering into this Agreement as evidenced by your enrollment and use of the OLMB Service and one or all of its features, you understand and agree it is your sole responsibility to properly maintain your Accounts, observe and comply with all account agreements and disclosures that govern your Accounts, and pay all fees associated with your Account(s).

All transactions initiated through the OLMB Service are subject to the terms set forth herein and within the specific FBCU deposit and loan account agreements and disclosures, including, but not limited to, the current fee schedule. You may refer to the "Fees and Charges" section within this Agreement for further details with respect to your use of the OLMB Service and fees. The OLMB Service is a domestic service only. You understand and agree that when you use the OLMB Service, even if you schedule a payment or transfer from abroad, FBCU will follow the laws set forth by the United States.

### **5. Business Hours: Contact Us**

FBCU defines a Business Day as Monday through Friday from 8:30 A.M. CT to 5:30 P.M. CT. You may contact FBCU by calling Member Services at (800) 322-7242. Member Services is available Monday through Friday from 8:30 A.M. CT to 5:30 P.M. CT. FBCU is closed on all federal holidays. You may also contact us by sending a secure message within the OLMB Service. For correspondence by mail, please send mail to First Basin Credit Union; 7100 E. TX HWY 191; Odessa TX 79765. Telephoning us is the best way to notify us of an unauthorized electronic transaction.

### **6. ACCESS**

You must be enrolled in on-line banking with FBCU to use the OLMB Service. Access to the OLMB Service will be by means of your on-line banking username (Username) and password (Password). The FBCU Electronic Fund Transfers (EFT) Disclosure and Agreement (the EFT Disclosure), as stated in the FBCU Membership and Account Agreement, governs your use of the OLMB Service and your Username and Password, and is incorporated herein by this reference as if set forth in full.

By accessing the OLMB Service, you understand and agree that you are fully liable for your use thereof. You are also fully liable for the access and use of the OLMB Service by any and all joint owners on any of your Accounts or by any authorized user to

act on your behalf to use the OLMB Service, whether or not you actually or expressly authorized such joint owner or authorized user to access and use the OLMB Service.

You understand that when you give someone your Password, you are authorizing that person to use the OLMB Service on your Account(s), and you are responsible for all transactions that person performs using the OLMB Service. All transactions performed by that person are authorized transactions—even those transactions you did not intend or want performed, including fraudulent transactions. If there is a joint owner on any of the Account(s), you warrant that the joint owner has consented to your use of the OLMB Service. We will end your use of the OLMB Service if any joint owner notifies us that (i) he/she never consented to your use of the OLMB Service; (ii) the OLMB Service can no longer be operated on your instructions alone; or (iii) he/she is withdrawing consent for you to use the OLMB Service from the Account.

### **7. Service Suspension and Reinstatement**

In the event that we at any time incur a problem with your use of the OLMB Service, including your use of any ancillary services offered through the OLMB Service, or if there are activities on your Account that we deem adverse, we reserve the right to immediately restrict your use of the OLMB Service, and any of its ancillary services, without prior notice to you. Such problems or adverse activities include, but are not limited to, our knowledge of these events:

- A. Different mailing address from that listed on the Account or mail is returned as undeliverable.
- B. Undeliverable email address or unverifiable email address.
- C. Disconnected phone number or we are unable to reach you at the phone number(s) listed on the Account.
- D. Overdrawn Checking and/or Savings Account(s).
- E. Unusual transaction patterns based upon Account and deposit history.
- F. The inability of the OLMB Service to successfully debit from any of your Accounts.
- G. The inability of the OLMB Service to successfully collect from any of your Accounts.
- H. Negative Account activity: Insufficient Funds (NSF).
- I. Charged off share and/or loan.
- J. Your failure to comply with this Agreement.

You understand and agree that such action is reasonable for FBCU to take in order to protect us from loss. In the event of service suspension, you may request reinstatement of your use of the OLMB Service by contacting us. FBCU reserves the right, in our sole and absolute discretion, to grant or deny reinstatement of your use of the OLMB Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your use of the OLMB Service subject to lower per transaction and monthly dollar limits and/or with other restrictions on the OLMB Service than may otherwise be available to you. Based upon your subsequent use of the OLMB

Service, FBCU in our sole and absolute discretion, may thereafter restore your full ability to use the OLMB Service, subject to such changed limits or other changed terms as may then be in effect.

### **8. Errors and Questions**

Notify us AT ONCE if you believe your Password has been lost, stolen, or used without your permission or if your statement or Account show any unauthorized transaction activity. Telephoning us is the best way of limiting your potential losses. You may contact FBCU during Business Hours listed within this Agreement by calling Member Services at (800) 322-7242. If you do not notify us within sixty (60) days after the statement was mailed to you or made available to you through eStatement, on which the error occurred, you could lose all the money in your Account(s), including any overdraft line-of credit. The EFT Disclosure also governs your use of the OLMB Service and is incorporated herein by this reference as if set forth in full. You understand and agree that FBCU has no obligation to monitor transactions through the OLMB Service to determine that such transactions are made on your behalf or on behalf of any joint owner or authorized user. Review our EFT Disclosure, which you can be found in the Membership and Account Agreement.

### **9. Confidentiality**

The terms of our Privacy Notice are applicable to the use of the OLMB Services. To review our Privacy Notice, you may visit [https://www.firstbasin.com/images/documents/SIFB\\_0222\\_web\\_1410993113\\_8530.pdf](https://www.firstbasin.com/images/documents/SIFB_0222_web_1410993113_8530.pdf), and is fully incorporated herein by reference in this OLMB Agreement. We will disclose information to third parties about your Account or the transaction you may attempt:

- A. As necessary to complete the transaction;
- B. To verify the existence of sufficient funds to cover any specific transaction upon the request of a third party;
- C. To verify your identity and/or location in order to allow access to your accounts, conduct on-line transactions and to maintain measures aimed at preventing fraud and helping protect the security of your account and personal information.
- D. For risk control, for fraud detection and prevention, to comply with laws and regulations, and to comply with other legal process, regulatory and or law enforcement requirements, or government agency or court orders; or
- E. If you give us your written permission with notarized signature, authorizing FBCU to release information.

### **10. Protecting Your Online Information**

FBCU is committed to protecting the confidentiality of your personal financial information while collecting information on-line to better serve you. Items [11 through 16] explain how FBCU may collect, use, and protect your personal information with respect to your use of the OLMB Service. Additional information about FBCU's collection and use of your personal information may be found in our Privacy Notice found at the link set forth above in Section 9.

## **11. We Deliver Services You Request**

When you visit the FBCU website, we may collect navigational information, such as pages visited and average time spent on a particular page, as well as technical information regarding your computer's browser, IP address, or software necessary to view our site. We also collect personal information you've provided to us on applications, forms, and e-mails. Together, the information collected is used to deliver services you request. FBCU and its advertising management and analytics partners may use cookies, beacons, pixels/gif files, JavaScript, and other technologies to understand the effectiveness of our advertising and marketing (on both firstbasin.com and select third-party sites), to develop content and offers for our members, and to personalize your experience. These tracking tools are either anonymous or encrypted, and do not contain your name, account number, address, telephone number, or e-mail address.

## **12. We Develop Pertinent Content and Specialized Offers for You**

FBCU and our on-line advertising management partners may collect information about our members to measure the effectiveness of our advertising and marketing and to develop appropriate content and offers for members. Whatever information we collect, and share, is anonymous and not personally identifiable. It does not contain your name, account number, address, telephone number, or e-mail address.

## **13. What Are Cookies?**

A cookie is a file that a Web server stores on your computer's hard drive and retrieves later to identify you and may prepare customized Web pages. Cookies protect your accounts by preventing unauthorized users from accessing your FBCU information while not allowing our website access to your computer's files or any information stored on your computer. Web browsers provide you with the ability to restrict or completely reject cookies.

## **14. How We Protect Your Information**

When you send personal information to FBCU on-line, we use several layers of security to verify your identity and protect your Accounts from unauthorized use or interception by third parties. Although no information system can be completely secure, we use firewalls, passcodes, and other features to help keep your information safe and secure. FBCU also prohibits unlawful disclosure, and limits access to, Social Security Numbers.

## **15. Links To Other Websites**

When you visit the FBCU website, we may provide links to non-affiliated companies. If you choose to link to such sites, you may be notified that you are leaving our site. FBCU cannot and does not guarantee the privacy and security of the site you are entering. We strongly urge you review the on-line privacy policies of these non-affiliated sites before sharing your information.

## **16. Protecting Your Family**

FBCU respects the on-line privacy of your children and follows

the guidelines of the federal Children's Online Privacy Protection Act (COPPA). Our website does not knowingly collect, maintain, or use personally identifiable information from children under age 13. We are not responsible for the data collection and use practices of non-affiliated third parties that are linked from our website, and we do not represent by providing any link whether they adhere to COPPA.

## **17. Fees and Charges**

Most of the features and transactions initiated through the OLMB Service are free of charge to you. To review our Fee Schedule, you may visit [https://www.firstbasin.com/images/documents/WEB\\_RFSFB\\_0721\\_1410993113\\_3313.pdf](https://www.firstbasin.com/images/documents/WEB_RFSFB_0721_1410993113_3313.pdf). First Basin may from time to time impose additional fees and charges in connection with the OLMB Service. If you choose to proceed with the OLMB Service, you authorize FBCU to debit your Account for any fees that may be associated with your use of the OLMB Service, including, but not limited to, a returned items fee for NSF/Uncollected Funds. You, not FBCU, shall be responsible for all fees assessed by any third-party service provider with your use of the OLMB Service, including any ancillary service.

## **18. Equipment and Internet**

In order to use the OLMB Service, you will need access to a personal computer or mobile device and access to the Internet. You are responsible for the installation, maintenance, and operation of any software or hardware that is required to use the personal computer or mobile device. Any and all fees incurred to connect to the OLMB Service, mobile data plan and home Internet access, are your sole responsibility. Further, FBCU is not responsible for errors or failures involving any telephone or cable service, Internet Service, or software/hardware. You understand and agree that FBCU can change our support of any browser, at any time, without prior notice to you. You further understand and agree that it is your sole responsibility to keep any browser you use to access the OLMB Service, and any of its ancillary services, current with the latest update/version installed. Please contact Member Services at (800) 322-7242 with any questions on browser and/or device support.

## **19. Security Procedure**

FBCU will use commercially reasonable security technology that will encrypt data transmitted from you upon your secure log in to the OLMB Service. You understand and agree that the purpose of the Security Procedure within this Agreement is for verification of data authenticity and will not be used to detect an error in the transmission or the content of a transaction you conduct through the OLMB Service, or any of its ancillary services. Further, no Security Procedure for the detection of such errors has been agreed upon between FBCU and you. By using the OLMB Service, you agree that our Security Procedure is commercially reasonable.

You understand and agree that you are strictly responsible for establishing and maintaining appropriate security to safeguard against the transmission of an unauthorized or inaccurate

transaction by you, from your computer or mobile device, or on your behalf. Further, you understand and agree that you are solely responsible for ensuring that your Username and Password and any other security measures you implement are kept confidential.

You warrant that no individual will be allowed to initiate a transaction on your behalf without proper supervision and safeguards. You understand and agree that you are solely responsible for ensuring that your personal computer(s) and/or mobile device, or any personal computer or mobile device of any joint owner or authorized user, is adequately protected by anti-virus, anti-malware, and anti-spyware software and the latest version of applicable software. Further, you understand and agree that you are solely responsible for being aware and knowledgeable on the risks of downloading data received by way of email, pop-up messaging and/or the Internet.

## 20. Login Identification and Password

FBCU and any person acting on behalf of FBCU will never request that you, any joint owner, or any authorized user, disclose any Password used to access the OLMB Service. You understand and agree that it is your sole responsibility that you, any joint owner, or authorized user keep confidential at all times the Username and Password used to access the OLMB Service so that no other user knows the other user's Username and Password. Please note that FBCU may request your Username to locate you in the OLMB Service, but as mentioned above we will never request the Password used by you, any joint owner, or any authorized user to access the OLMB Service.

When you enroll for the OLMB Service, you understand and agree that you assign your Username and Password and as the primary user, are responsible for setting up any joint owner or any authorized user. You further understand and agree that you are eligible for a Username only if you have an existing account with FBCU that meets the requirements listed herein. You acknowledge that your Password to the OLMB Service, including the Password of any joint owner or any authorized user, may expire periodically. Your Password should not be associated with any commonly known personal identification, such as social security number, address, date of birth, names of children. Your Password should also not be associated with private information, such as your member number or account number. Your Password should be memorized rather than written. By establishing a Username and Password, you and each joint owner or authorized user agree to these best practices:

- A. Never disclose your Username and Password, or otherwise make it available, to anyone, including any joint owner or authorized user on the Account.
- B. Never disclose your Security Code, or otherwise make it available, to anyone, including any joint owner or authorized user on the Account or FBCU. This Security Code is tied to when you use the Forgot Password option or when you log in to the OLMB Service from a new device

or browser.

- C. Never disclose your Password to FBCU or anyone claiming to be acting on our behalf.
- D. Immediately contact Member Services at (800) 322.7242 to report any loss or theft of your Username or Password.
- E. FBCU recommends that you regularly change your Password and use special characters to make it more secure. For security purposes, your Password must meet the following requirements:
  - a. At least 8-20 characters in length
  - b. Allowable special characters include: !"#%&'()\*+,-/;<=>?[\]^\_`{|}\*'
- F. FBCU recommends that your OLMB password be separate from other passwords that you use.

You understand and agree that FBCU is entitled to rely on your use of your Username and Password, as authorization for any transaction through the OLMB Service. You, any joint owner, or any authorized user are responsible for all transactions initiated through the OLMB Service. If you permit any other person to use your Username or Password to the OLMB Service, you are authorizing that person to access your Account(s) and you are responsible for any and all transactions initiated by that person from your Account(s). If you suspect unauthorized use of your Username and Password, you should immediately change your log in credentials through the OLMB Service by selecting your name from the bottom left of the menu and then selecting Personal Settings. Within the Settings menu option, select Security. You can update your username and / or password by clicking Edit.

## 21. Our Liability

FBCU will use commercially reasonable efforts to post your transactions properly to the Account indicated when you use the OLMB Service correctly and comply with this Agreement and all other requirements as set forth by FBCU. However, FBCU shall incur no liability if we are unable to complete a transaction by you through the OLMB Service because of any one or more of these circumstances:

- A. An error on your part that impacts the transaction for any reason.
- B. Your failure to comply with this Agreement and all other requirements as set forth by FBCU.
- C. Your failure, any failure by a joint owner, or failure by an authorized user to provide complete and/or correct information.
- D. Issues such as insufficient funds and exceeding an overdraft line and the like that prevent and/or delay FBCU from processing your transaction.
- E. Circumstances beyond our control (e.g., fire, flood or interference from outside sources, failure of electronic

systems, preventative maintenance activities whether performed by third-party service providers or FBCU, or unscheduled emergency) that prevent the processing of the transaction despite commercially reasonable precautions on our part.

You understand and agree that we must rely on the information provided by you, any joint owner, or authorized user and you authorize FBCU to act on any instruction to submit a transaction request which has been, or reasonably appears to have been, sent or authorized by you, any joint owner, or authorized user. We are not obliged to take any further steps to confirm or authenticate such instructions and will act upon such instructions without further confirmation.

You agree that we shall be liable to you only for our negligent performance or non-performance of services (unless our non-performance is caused by the circumstances listed above) provided in this OLMB Agreement, and that our responsibility shall be limited to the exercise of ordinary care. If we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an amount less than the amount in your instructions, our liability shall be limited for your losses and damages on the amount that we failed to timely transfer, calculated from the date on which the transfer was to be made until the day it was actually made or the day you canceled the instructions. We will pay any interest to you and such payment shall discharge us from liability to the other party. Please refer to the Electronic Funds Transfers in the FBCU Membership and Account Agreement for complete details, including exceptions where FBCU is not liable.

If we make a transfer in an amount that exceeds your instructions, our liability will be limited to a refund of the amount transferred, plus interest from the day of the transfer to the day of payment, but not more than 60 days' interest. In limited circumstances, FBCU may, at our option, attempt to cancel or amend a transaction at your request, but we may not be able to cancel or amend an electronic transaction because of the Automated Clearing House (ACH) posting rules, if the electronic transaction is in process, funds availability, or the actions or inactions of another financial institution which may be involved in the transaction. You agree that in such case we shall have no liability to you or any third party if a cancellation or amendment is not completed for any reason, and you will indemnify us against any such claims.

## **22. Limitation of Liability; No Warranties**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE OLMB SERVICE, YOUR GRANTING

US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE OLMB SERVICE IS AT YOUR SOLE RISK AND THAT THE OLMB SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE OLMB SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **23. Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using the OLMB Services and any ancillary services offered thereunder and agree to indemnify, defend, and hold the Credit Union, our affiliates, partners, officers, directors, employees, consultants, service providers, and agents harmless from and against any and all claims (including third-party claims), actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the OLMB Service or any ancillary services offered thereunder, our reliance on your instructions, information or authorizations under this OLMB Agreement, your negligent or intentional action or inaction, the use of the OLMB Service by anyone using your Card number, account number, PIN, User ID or Password and/or your breach of this Agreement. The Credit Union and you agree that this paragraph shall survive the termination of this Agreement and your use of the OLMB Service.

## **24. No Waiver**

FBCU shall not be deemed to have waived any of our rights or

remedies hereunder unless such waiver is in writing and signed by an officer of FBCU. No delay or omission on the part of FBCU 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.

## **25. Amendment and Termination of Agreement**

From time to time, FBCU may announce additional features, ancillary services and products, and/or changes that become available through the OLMB Service. You understand and agree that FBCU may update, or make changes to, the OLMB Service without prior notice to you. The Credit Union may amend this Agreement and any agreement relating to any ancillary services and products for which you have enrolled to use through the OLMB Service at any time or terminate the OLMB Service or ancillary services and products to you or all FBCU members at any time for any reason, with or without notice. Amendment of this Agreement or any agreement relating to ancillary services and products or termination of the OLMB Service or any ancillary services or products shall not affect your liability or obligations hereunder. Continued use of the OLMB Service or any ancillary services or products, as applicable, will constitute acceptance of any new or amended Agreement terms. You understand and agree that our rights and remedies arising out of any breach of your representations and warranties under this Agreement, and our rights to indemnification are continuing and survive the termination of this Agreement.

## **26. Governing Law: Venue**

This Agreement is entered into and will be performed in the State of Texas and all questions or disputes relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the state courts of Ector County, Texas or the federal courts of the Western District of Texas.

## **27. Attorney's Fees**

The prevailing party in any dispute between you and FBCU arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether or not suit is filed, including, without limitation, those arising out of any arbitration, trial, or appellate proceedings.

## **28. Consent to Contact**

You agree we may contact you by telephone, including by text messaging, at the telephone number you have provided to us in association with your use of the OLMB Service, including any of the ancillary services provided by the OLMB Service. This consent includes calls to your cellular / wireless telephone number which could result in charges to you. You agree that any

call or text message from FBCU is necessary in order for us to be able to provide you the OLMB Service(s) you have enrolled for, and you hereby waive and agree to hold us harmless from any claim of a violation of the Telephone Consumer Protection Act, or any other law, when we make such calls or texts to any phone number you provide to us, including your cellular phone. If you choose to withdraw your consent to receive such calls, you will not be eligible for the OLMB services and we will restrict your access to OLMB services. You represent and agree that you are and will be the cellular/wireless phone subscriber with respect to each cellular/wireless telephone number provided by you to us. This consent does not include calls or texts made for marketing purposes.

## **29. Other Agreements**

In addition to the OLMB Agreement, you agree to be bound by and comply with such other written requirements and agreements as we may furnish to you in connection with either the OLMB Service or ancillary products and services which may be accessed through the OLMB Service, including, but not limited to, all account agreements, the EFT Disclosure, Privacy Notice, and end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this OLMB Agreement and your applicable account agreements with us, every effort will be made to give full effect to both documents, otherwise, the terms of your Account Agreement will control except as may be otherwise stated herein.

## **Account Transfer Agreement**

### **1. Account Transfer Statement of Application**

By accepting the Account Transfer Agreement, you understand and agree that all provisions of this Agreement in its entirety, including the section entitled Online and Mobile Banking Master Terms and Conditions, governs your use of the OLMB Service, the Account Transfer Service, and transactions you conduct through the OLMB Service. You understand and agree that FBCU reserves the right to restrict any Account Transfer in our sole and absolute discretion. In order to remain eligible for the OLMB Service, you must adhere to the requirements as set forth in this Agreement in its entirety. Account Transfer types include, but are not limited to, Internal Transfers, Member to Member Transfers, and External Transfers.

### **2. Internal Transfers**

An Internal Transfer allows you to transfer funds between accounts held with FBCU. When you select the Transfers option, you may choose to transfer money between accounts you hold with FBCU. You agree that your Internal Transfer instructions represent authorization for FBCU to complete each Internal Transfer you schedule. You represent and warrant that you have sufficient funds to cover each Internal Transfer you schedule. You further understand and agree that if your Internal Transfer contains inaccurate, incorrect, or incomplete information, or if there is any error in the Internal Transfer instructions, FBCU is not liable to you for any losses you incur as a result of such

erroneous instructions. In the event FBCU determines you have scheduled an unauthorized Internal Transfer, you understand and agree that FBCU reserves the right to indefinitely suspend your use of the OLMB Service, and any ancillary services offered through the OLMB Service, at our sole and absolute discretion, without notice to you.

### **Processing Days and Time frames**

You may schedule an Internal Transfer at any time Monday through Sunday, 24 hours a day (except during scheduled maintenance time frames). FBCU processes Internal Transfers in real-time each Business Day. If you schedule an Internal Transfer on a non-Business Day or after the Business Day ends, you understand and agree that the funds may not be available until the next Business Day. You further understand and agree that FBCU reserves the right in our sole and absolute discretion to change the Internal Transfer processing days and time frames without prior notice to you. In the event an Internal Transfer you schedule within the OLMB Service is rejected, for any reason, if the internal transfer is tied to payment from your share to loan account, the payment may re-initiate. If the internal transfer is a transfer between your share accounts, it will not re initiate. In the event the rejected Internal Transfer between your share accounts is recurring, you understand and agree that such Internal Transfer will not process until the next scheduled transfer date of the recurring series.

### **Cancellation**

You understand and agree that when you set up a one-time Internal Transfer that is not future dated, using the OLMB Service, the Internal Transfer occurs immediately in real-time and cannot be canceled or stopped, as such Internal Transfer is considered final. You cannot cancel or amend an Internal Transfer that has already processed. When you set up a future dated or recurring Internal Transfer, using the OLMB Service, you may cancel or amend such Internal Transfer if you cancel or amend prior to the next scheduled transfer date. For future-dated and recurring Internal Transfers scheduled from your share to your loan, you understand that you must contact FBCU ahead of the next scheduled transfer date for us to affect and cancel that Internal Transfer. You can reach us at (800) 322-7242. For Internal Transfers scheduled from your share to your other share, you understand that you must cancel that Internal Transfer ahead of the next scheduled transfer date within the OLMB Service. You understand and agree that it is your sole responsibility to affect any Internal Transfer you set up through the OLMB Service. In the event you set up a recurring Internal Transfer and choose to cancel the entire recurring Internal Transfer instructions, you understand and agree that all future recurring Internal Transfers for the respective series will not process.

### **3. Member to Member Transfers**

A Transfer to Another Member (M2M Transfer) allows you to transfer funds between accounts held with FBCU. When you select the Transfer to Another Member option, you are choosing to transfer money between accounts you hold with FBCU

to another FBCU member (different membership account). You agree that your M2M Transfer instructions represent authorization for FBCU to complete each transfer you schedule. You represent and warrant that you have sufficient funds to cover each M2M Transfer you schedule. You further understand and agree that if your M2M Transfer contains inaccurate, incorrect, or incomplete information, or if there is any error in the M2M Transfer instructions, FBCU is not liable to you for any losses you incur as a result of such erroneous instructions. In the event FBCU determines you have scheduled an unauthorized M2M Transfer, you understand and agree that FBCU reserves the right to indefinitely suspend your use of the OLMB Service, and any ancillary services offered through the OLMB Service, at our sole and absolute discretion, without notice to you.

### **Processing Days and Time frames**

You may schedule a M2M Transfer at any time Monday through Sunday, 24 hours a day (except during scheduled maintenance time frames). FBCU processes M2M Transfers in real-time each Business Day. If you schedule an M2M Transfer on a non-Business Day or after the Business Day ends, you understand and agree that the funds may not be available until the next Business Day in the source account (member receiving the M2M transfer). You further understand and agree that FBCU reserves the right in our sole and absolute discretion to change the M2M Transfer processing days and time frames without prior notice to you. In the event an M2M Transfer you schedule within the OLMB Service is rejected, for any reason, you understand and agree that the M2M Transfer will not re initiate. In the event the rejected M2M Transfer is recurring, you understand and agree that such M2M Transfer will not process until the next scheduled transfer date of the recurring series.

### **Cancellation**

You understand and agree that when you set up a one-time M2M Transfer that is not future dated, using the OLMB Service, the M2M Transfer occurs immediately and cannot be canceled or stopped, as such M2M Transfer is considered final. You cannot cancel an M2M Transfer that has already processed. When you set up a future dated or recurring M2M Transfer, using the OLMB Service, you understand that you must contact FBCU ahead of the next scheduled transfer date for us to affect and cancel that M2M Transfer. You can reach us at (800) 322-7242. You understand and agree that it is your sole responsibility to affect any M2M Transfer you set up through the OLMB Service. In the event you set up a future dated or recurring M2M Transfer and choose to cancel the entire recurring M2M Transfer instructions, you understand and agree that all future recurring M2M Transfers for the respective series will not process.

### **4. ACH External Transfers**

An ACH External Transfer (Transfers/External Account) allows you to transfer funds between an Account you hold with FBCU and an account held with another financial institution (External Account). When you select the External Account option, you are choosing to transfer money from, or to, an External Account



you hold with another financial institution. You represent and warrant that you have sufficient funds to cover each External Transfer you schedule. Further, you understand and agree that if your External Transfer contains inaccurate, incorrect, or incomplete information, or if there is any error in the External Transfer instructions, FBCU is not liable to you for any losses you incur as a result of such erroneous instructions. In the event FBCU determines you have scheduled an unauthorized External Transfer, you understand and agree that FBCU reserves the right to indefinitely suspend your use of the OLMB Service, and any ancillary services offered through the OLMB Service, at our sole and absolute discretion, without notice to you.

In cases where you have insufficient funds or other issues relating to the External Account that prevent or delay FBCU from processing any Account Transfer under the terms of the Account Transfer Agreement set forth below; you understand and agree to hold the Credit Union harmless, including any fees and/or penalties assessed on the External Account and/or by any third party.

An External Transfer you schedule through the Transfers option processes through the Automated Clearing House (“ACH”) Network. FBCU will follow the National Automated Clearing House Association (Nacha) Operating Rules and Guidelines with respect to funds availability for those transactions that process through the ACH Network and when the credit posts to your FBCU Account. You understand that when FBCU is acting as the Receiving Depository Financial Institution (“RDFI”), the receiving ACH credit entry will be transferred into your FBCU Account not later than the next business day following the date the ACH credit entry posts to your FBCU Account (settlement date). You understand and agree that FBCU shall not be liable for the practices and business rules followed by the external financial institution. FBCU reserves the right to stop any External Transfer if we deem necessary to prevent us from taking a loss, in our sole and absolute discretion, without liability to you or any third party and without prior notice to you.

### **Processing Days and Time frames**

You may schedule an External Transfer Monday through Sunday, 24 hours a day (except during scheduled maintenance time frames). FBCU processes External Transfers each Business Day but the actual transfer of funds is based on the Effective Date that you set up when creating the transfer. When an Incoming External Transfer falls on a non-Business Day (any federal holiday, Saturday or Sunday) FBCU will post the funds on the next Business Day. You understand and agree that FBCU reserves the right in our sole and absolute discretion to change the processing Cut-off time without prior notice to you. You further understand and agree that if an External Transfer you set up within the OLMB Service rejects, for any reason, the External Transfer will not re initiate. If an External Transfer rejects and the respective External Transfer is recurring; such External Transfer will attempt to process on the next scheduled transfer date of the recurring series.

### **Cancellation**

When you schedule an External Transfer using the Transfers option, you can only cancel such transfer from the Scheduled Transfers option. You agree that a completed External transfer cannot be canceled once the transaction has been completed. You further understand and agree that you must cancel a scheduled External Transfer, one time or recurring, through the Transfers menu 3 (three) business days before the scheduled transfer date. In the event you cancel an External Transfer that is recurring, you understand and agree that all future External Transfers for the respective series will not process.

### **5. Account Transfer Eligibility and Limits**

FBCU reserves the right to change from time to time the allowable parameters of any type of Account Transfer you are permitted to make using the OLMB Service. We may from time to time, for security and risk management reasons, modify the limits, frequency, and dollar amount of any Account Transfer, regardless of type, you can make using the OLMB Service, including, but not limited to, restriction of use of the OLMB Service and any ancillary services offered through the OLMB Service.

You understand and agree that you may not have access to use Account Transfer. Your daily, monthly, and transaction limits will be set based on system controls. For information on these limits, please contact Member Services at (800) 322-7242. You understand and agree that you may not make an Account Transfer in excess of your daily, monthly, and transaction limits. To use the OLMB Service, and any of its ancillary services, you must adhere to these requirements:

- A. Have a qualifying FBCU Account in good standing as determined by FBCU in our sole and absolute discretion.
- B. Have sufficient funds in your FBCU Account and External Account (when using External Money Transfer).
- C. Enroll for use of the OLMB Service and accept this Agreement.
- D. Maintain and keep on file with FBCU a valid email address, phone number, and mailing address.
- E. Comply with this Agreement and all other requirements as set forth by FBCU.

### **5. External Transfer Authorization**

You agree to be bound by the Nacha Operating Rules and Guidelines, the Office of Foreign Assets Control regulatory requirements, and all other applicable laws, as they may be amended, when using the Account Transfer Service. FBCU reserves the right to verify an External Account you add with your use of the OLMB Service, including but not limited to, trial deposits and proof of account ownership. You understand and agree that FBCU may restrict any External Transfer at our sole and absolute discretion. Your failure to provide proof of account ownership may result in an indefinite suspension of your use of Account Transfer and the OLMB Service in its entirety, including, but not limited to, any ancillary services offered through the OLMB Service.

FBCU will make all reasonable efforts to process your External Transfer in a timely manner. In the event that a debit entry to any of your Accounts, or any portion of any such debit entry, has failed and the credit side of such External Transfer has been released and cannot be collected, we reserve the right and you hereby authorize us to debit any of your Accounts held with FBCU to satisfy any such deficiency, including an ACH returned item fee. We may not notify you of such event other than by posting such debit entry(s) to the applicable Account in accordance with this Agreement.

In the event any of your Accounts are insufficient in satisfying the debit entry, in whole or in part, you understand and agree that FBCU reserves the right to collect on such debit entry as permitted by law. Further, you understand and agree not to impersonate any person, make an unauthorized External Transfer, or use a name that you are not authorized to use. If any information you provide is untrue, incorrect, erroneous, incomplete, or inaccurate, FBCU reserves the right to recover from you any costs or losses incurred by us as a direct or indirect result of such information, in addition to any other remedies we may have.

## **6. Name and Account Number Inconsistency**

You understand and agree that the Nacha Operating Rules and Guidelines permit the posting of an ACH entry based solely on account number. Thus, an External Transfer made by way of ACH credit or debit entry may be posted to the account number provided, even if the name and account number of such entry do not match. You further understand and agree that when you, any joint owner, authorized user, or Receiver enter account instructions, it is the sole responsibility of each to ensure the respective account instructions are entered correctly. You understand and agree that your obligation to pay the External Transfer shall not be excused in the event of such inconsistency between names and account number. In the event an error is made in entering the account instructions, you understand and agree to hold FBCU harmless from any fee or loss you may incur, including any fees and penalties assessed on the External Account.

## **Mobile Check Deposit Agreement**

The Online and Mobile Banking Master Terms and Conditions are fully incorporated into this Mobile Check Deposit Agreement. By enrolling for the Mobile Check Deposit Service, you are also enrolled into the OLMB Service and both the OLMB Agreement and this Check Deposit Agreement apply to your use of the Check Deposit Service. The First Basin Credit Union member (Member, You, or Your, regardless of case or plurality) who enrolls to use the Mobile Check Deposit Service within the OLMB Service, accepts all terms of this Mobile Check Deposit Agreement and the OLMB Agreement with First Basin Credit Union (Credit Union, FBCU, We, Us, or Our, regardless of case or plurality).

## **1. Mobile Check Deposit Service and Availability**

The Mobile Check Deposit Service allows you to remotely deposit

paper checks into a Designated Account by scanning checks and delivering the images and associated deposit information to FBCU. A Designated Account is any FBCU checking account that you or any joint owner or Authorized User designate as a deposit to account.

To use the Mobile Check Deposit Service, you must be a current and active FBCU member and acknowledge that the Designated Account must not be dormant, closed, or otherwise restricted for any reason. Further, you must keep each account you hold with FBCU in good standing and observe and comply with all account agreements and disclosures governing each account you hold with FBCU. FBCU has the right immediately to terminate your use of the service for your willful misconduct, bad checks or fraudulent activities.

We can reject any image for any reason, without liability, even if a confirmation notice was provided. We will take reasonable measures to ensure that Mobile Check Deposit Service is available; but we are not liable for system failures or temporary service disruptions that cause Mobile Check Deposit Service to be unavailable. Possible Mobile Check Deposit Service disruptions or system failures would include issues encountered by an Internet service provider, Internet software, or mobile service provider. We may add, delete or change the features of functions of the Mobile Check Deposit Service or terminate the service at any time in our sole discretion.

## **2. Business Days and Processing Time frames**

You may send a check image to FBCU Monday through Sunday, 24 hours a day (except during scheduled maintenance time frames). FBCU defines a Business Day as Monday through Friday from 8:30 A.M. CT to 5:30 P.M. CT ("Business Day"). The Cut-off time to deposit a check image to process on the same Business Day is 10:00 A.M. CT ("Cut-off"). When a deposit you make falls on a non-Business Day (any federal holiday, Saturday, or Sunday), FBCU processes such deposit on the next Business Day. FBCU reserves the right to change the processing Cut-off time without prior notice to you in our sole and absolute discretion. The Mobile Check Deposit Service will not be available during maintenance periods or such other hours as established by FBCU from time to time.

## **3. Endorsement and Check Image**

You may deposit a check image only to your Designated Account or to an account on which you are a joint owner. You understand and agree that you must endorse the check and write "For Mobile Deposit Only" on the back of the original paper check prior to capturing the check image. Your endorsement must be consistent with any endorsement specifications as set forth in your Account Agreements. The check image must accurately and legibly identify the drawer and paying bank preprinted on the paper check, include machine readable Magnetic Ink Character Recognition ("MICR"), and include the drawer's signature(s).

You attest that the integrity of the check image meets the

standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association. You are solely responsible for the quality of each check image you capture and deposit through the Mobile Check Deposit Service. FBCU is not responsible for any check image we do not receive.

#### **4. Unacceptable Deposits**

You understand and agree that the items listed in this Section, below, are strictly prohibited and you are not permitted to deposit such items with your use of the Mobile Check Deposit Service. You further understand that in the event you deposit any of the items listed below with your use of the Mobile Check Deposit Service, such action may result in the immediate revocation of your use of the Mobile Check Deposit Service and may subject you to collection efforts or any other remedy FBCU may have. The prohibited items are:

- A. Item that is stamped with a “non-negotiable” watermark or legend
- B. Item that contains evidence of alteration to the information on the check
- C. Item drawn on a financial institution located outside the United States and its territories
- D. Item issued in a non-U.S. currency
- E. Item that is incomplete
- F. Stale-Dated or Post-Dated Items
- G. Savings Bonds
- H. Third party check, i.e., any item that is made payable to another party and then endorsed to you by such party
- I. Starter or counter check
- J. Check which you know, should know, suspect or should suspect to be fraudulent
- K. Items previously converted to a substitute check or check image
- L. Deposits from the same account that the deposit is crediting
- M. Checks that have been previously returned as unpaid

#### **5. Rejected and Return Items**

You understand and agree that FBCU reserves the right, at our sole and absolute discretion, to accept or reject any check image that you attempt to deposit through the Mobile Check Deposit Service, even if the check image is error-free. You agree that FBCU is not liable for any service charges or late charges levied against you due to our rejection of any item you transmit through the Mobile Check Deposit Service. You understand and agree that any initial credit to your Designated Account with your use of the Mobile Check Deposit Service is subject to be debited from the Designated Account until FBCU receives final payment from the financial institution on which the deposited item is drawn. Upon our receipt of any unpaid returned item, you authorize FBCU to debit your Designated Account or any account you hold with FBCU. You understand that in all cases, you are responsible for any loss, overdraft, and any applicable fees to your Designated Account due to an item being returned

as unpaid, for any reason without regard to whether the item is returned timely or whether there is any other claim or defense that the item has been improperly returned to FBCU. You are responsible for verifying FBCU’s receipt of your deposit by verifying that the deposit has been posted to the appropriate account in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission to FBCU.

#### **6. Funds Availability**

Check images you send through the Mobile Check Deposit Service do not fall under, and are not subject to, the FBCU Funds Availability Policy in accordance with Federal Reserve Regulation CC. When you deposit a check image using the Mobile Check Deposit Service, funds from that deposit may not become available for up to seven business days.

#### **7. Deposit Check Limits**

Monthly, Daily and individual dollar limits for Mobile Check Deposit Service are imposed for the protection of FBCU and our members and are subject to change at any time without prior notice to you.

#### **8. Compliance With Law**

A check image is governed by the same rules that would apply under the Uniform Commercial Code (UCC) as if you had deposited a paper check. A check image may be construed as an instrument, item or order as those terms may be applied by analogy under the UCC. You agree to use the Mobile Check Deposit Service only for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations, as well as all FBCU agreements applicable to your use of the Mobile Check Deposit Service. You understand and agree not to use any FBCU product, service, or access device for illegal activity.

#### **9. Account holder’s Warranties**

You must abide by all warranties and representations that fall under the UCC. You agree that you are abiding to these warranties and representations, including, but not limited to:

- A. Each check image you transmit to FBCU is a true and accurate rendition of all information on the front and back of the original paper check, without any alteration, and the drawer of the paper check has no defense against payment thereof.
- B. The amount, payee, signature(s), and endorsement(s) on the original paper check are legible, genuine, and accurate.
- C. You will not deposit or otherwise endorse the original paper check to any third party or person, including another financial institution.
- D. You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic

representation of the original check such that the person will be asked to make payment based on an item that has already been paid.

- E. There are no duplicate images of the original paper check other than the check image you capture of the original paper check.
- F. You have instituted procedures to ensure that each original paper check was authorized by the drawer in the amount, and to the payee, on the original paper check.
- G. You are authorized to enforce each check image you transmit or are otherwise authorized to deposit such check image on the behalf of the person entitled to enforce such deposit.
- H. You provided true, accurate, and correct information in any Application for the Mobile Check Deposit Service and continue to keep your information current with FBCU.
- I. You have not knowingly failed to communicate any material information to FBCU.
- J. You have possession of each original paper check you deposit through the Mobile Check Deposit Service and no party will submit the original paper check for payment to any financial institution.
- K. You assert that files and check images you transmit to FBCU do not contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- L. **DISPOSAL OF ORIGINAL CHECKS** Upon the receipt of these funds you will prominently mark the check "VOID". You must keep the original check for 60 business days after the deposit is reflected in your available balance. After 60 business days and ensuring the deposit is reflected in your available balance, you understand and agree that you must destroy the original check by shredding it or using another commercially acceptable means of data destruction. You understand and agree that you are responsible for any loss caused by failure to securely control the original checks and expressly authorize FBCU to debit your account in the amount of any check which is deposited more than once, plus any charge-back fee.

## 10. Technical Requirements to Use Service

You are responsible for supplying your own smart device, phone, tablet, etc. and connection to the Internet which is required to use the Mobile Check Deposit Service. FBCU is not responsible for any third-party software you may need to use the Mobile Check Deposit Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter directly with the third-party software provider at time of download and installation.

## 11. Indemnification

You agree to indemnify and hold harmless FBCU, its third party providers and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages,

expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses that result from or arise out of (i) your wrongful acts or omissions or any person acting on your behalf in connection with your use of the Mobile Check Deposit Services, including without limitation (a) your breach of any provision, representation or warranty of this Agreement, (b) your negligence or willful misconduct or that of any third party on your behalf, (c) your misuse of the Mobile Check Deposit Services or by any third party within your control or on your behalf; and (ii) any deposit of a check made more than once.

## 12. Disclaimer of Warranties

YOU AGREE YOUR USE OF THE DEPOSIT CHECK SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE CHECK DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE CHECK DEPOSIT SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE MOBILE CHECK DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE DEPOSIT CHECK SERVICE OR TECHNOLOGY WILL BE CORRECTED.

## 13. Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE MOBILE CHECK DEPOSIT SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE MOBILE CHECK DEPOSIT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FBCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

FBCU shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond FBCU's control.

## Card Management Service

By using the Card Management Service, you understand and agree that all provisions of this Agreement in its entirety, including the section entitled Online and Mobile Banking Master Terms and Conditions, governs your use of the OLMB Service, the Card Management Services, and transactions you conduct through the OLMB Service. You understand and agree that FBCU reserves the right to restrict the Card Management Service in our sole and absolute discretion. To remain eligible for the OLMB

Service, you must adhere to the requirements as set forth in this Agreement in its entirety. The Card Management Service offers you the ability to take these actions on your FBCU issued debit and/or credit card(s).

- A. Lock and unlock your debit and/or credit card(s)
- B. Report debit and or credit card(s) lost/stolen (fraud)
- C. Set up transaction alerts and/or blocks based on:
  - International use
  - Certain merchant types
  - Certain transaction types
- D. Spending limits
  - Transactions exceeding the set spending limit will be blocked
- E. Spending alerts
  - You will be notified of transaction that exceeds the limit
- F. Monthly spending limits
  - Transactions exceeding the set spending limit will be blocked
- G. Monthly spending alerts
  - You will be notified when your monthly transactions exceed the limit

### **1. Lock/Unlock Credit and/or Debit Card**

When you lock your card in Card Management, your card will remain locked until you unlock it. You understand that by locking your debit and or credit card, that pre-authorized/recurring payments will continue to process. To revoke/stop a pre-authorized/recurring payment, you must follow the merchant's revocation process.

### **2. Lost/Stolen Credit and/or Debit Card**

When you report your credit and/or debit card(s) lost or stolen, your card(s) will deactivate. Please contact us at (800) 322-7242 to request your new card(s).

### **3. Travel Notification**

You may provide travel notifications by calling (800) 322-7242, visiting any FBCU branch location, or by sending us a message via OLMB Support.

### **4. Notifications, Limits and Blocks**

OLMB users have the ability to set up notifications, alerts, limits and blocks for each debit and/or credit card associated with the account.

NOTIFICATIONS can be sent to you at your email address, to you via text or in-app message. NOTIFICATIONS can be configured for international purchases, merchant-based purchases and transaction types. Details of each are available via Card Management options. You understand that NOTIFICATIONS are for informational purposes only and DO NOT block or restrict transactions.

Individual BLOCKS can be configured to prevent transactions from processing. BLOCKS can be configured for international

purchases, merchant-based purchases and transaction types. Details of each are available via Card Management options. You understand a BLOCK will prevent a transaction regardless of amount and you are responsible for the blocks that you configure.

Transactional spending LIMITS and ALERTS can be configured to notify you via text, email and in-app message. Monthly spending LIMITS and ALERTS can be configured in the same manner. You understand you are responsible for transactions that do not process as a result of a limit you configured.

You understand the actual time between when you receive a NOTIFICATION and/or ALERT is dependent on various factors including, but not limited to, your wireless carrier's service, coverage within the area in which you are physically located at that time, access to your email, etc.

### **5. System Availability**

You may use the Card Management Service at any time with the exception of scheduled maintenance times. You understand and agree that FBCU reserves the right, in our sole and absolute discretion, to change the time frames that the Card Management Service is available at any time without prior notice to you. You understand that disruptions to systems may result in the authorization of transactions, even when the respective card (debit/credit) is in a deactivated state.

### **6. Funds Transfer Liability**

You understand that your use of the Card Management Service does not override the user's responsibility to report unauthorized transactions in a timely manner as described in the Electronic Funds Transfer Agreement and Disclosure. FBCU assumes no responsibility for the failure of the Cards Management Service to work in the expected manner, aside from the responsibilities put forth in said agreement. To obtain a copy of the Funds Transfer Agreement and Disclosure, please contact us at (800) 322-7242 or visit one of our branch locations.

### **Bill Pay Agreement and Disclosure**

This Bill Pay Agreement and Disclosure ("Agreement") provides information about and contains terms and conditions governing your use of iPay, the Bill Pay service offered by First Basin Credit Union (the "Credit Union") and its third-party licensor and service provider, Jack Henry & Associates, Inc. By using the Bill Pay service, you understand and agree that all provisions of this Agreement in its entirety, including the section entitled Online and Mobile Banking Master Terms and Conditions, governs your use of the OLMB Service, the Bill Pay Services, and transactions you conduct through the OLMB Service.

You understand and agree that FBCU reserves the right to restrict the Bill Pay Service in our sole and absolute discretion. To remain eligible for the OLMB Service, you must adhere to the requirements as set forth in this Agreement in its entirety.

You can use the Bill Pay service through our OLMB services. Online Banking and Mobile Banking are synonymous. Any and all usage of these terms mean you are accessing account information with FBCU through an electronic device such as a personal computer, smart phone, or a device that provides access to the Internet.

You authorize First Basin Credit Union to utilize a Bill Pay Provider to provide this Service to you on the Credit Unions behalf.

## 1. Definitions

### Participants

In this Agreement the words you and your mean members, joint account owners, and authorized users of the Service. The words we, us, and our mean First Basin Credit Union. The word account means all accounts you have with First Basin Credit Union.

### Processing Date

The date you choose to initiate payment to the payee. This date is designated on the Service as Send On Cutoff Time for Payment.

### Instructions

You may enter, edit, or delete payments up until 2pm central standard time on the business day prior to the Processing Date.

### Business Day

Monday through Friday, excluding Federal Reserve holidays.

## 2. Fees

All fees and charges associated with the Service are disclosed in the Fee Schedule. We have the right to change fees at any time with advance notice as required by law.

### Non-sufficient Funds (NSF) Fees

If you do not have sufficient funds in your account to cover a payment, you will be charged an NSF Fee. First Basin Credit Union strongly urges all Bill Pay users to use the Balance Alert notification option available in Online Banking.

### Stop Payment Fee

Stop payments may be placed on payments sent by check. They cannot be placed on payments sent ACH.

### Canceled Check Copy Fee

You may request a copy of a Bill Pay canceled check.

## 3. Collection of Fees

In the event funds are not available in your checking account on the date a fee is charged, we reserve the right to collect the fee from any non-IRA account on which you are listed as the Owner or Joint Owner. If we are unable to collect the fee within thirty (30) days, we may terminate your Bill Pay Service without

notice.

## 4. Scheduling Payments

Subject to the terms and conditions of this Agreement, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including, without limitation, electronic (ACH), paper, or some other draft means. When possible, payments will be made electronically. However, some payments will be made by check. You must allow at least three (3) business days between the Processing Date and due date (not the grace or late payment date) for electronic payments and at least five (5) business days for check payments. This date is designated on the Service as Deliver By. The Credit Union and the Bill Pay Provider cannot guarantee the time that any payment will be received by a payee or credited to your Bill Pay account by the vendor and will not be liable for any service fee, late charge, or finance charge. You must allow sufficient time for payees to process your payment after it is received. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. If you do not allow sufficient time to process a payment, or enter an incorrect due date or account number, we are not liable for any service or late charges levied against you.

## 5. Payment Processing

For payments processed via electronic delivery (ACH) the funds will be debited from your account on the Processing Date as defined above, if scheduled before the cutoff time. For payments processed via check the funds will be debited when the payee presents the item for payment.

## 6. Payment Confirmation

For each properly instructed payment to an eligible payee, you will receive a transaction confirmation number. Unless you receive a confirmation number, we shall not be liable for any failure to make a payment, including any finance charge or late fees incurred as a result. Subject to the limitations discussed in this Agreement, if you follow the procedures described in this Agreement for payments, and you are assessed a penalty or late charge resulting from no fault of us, we will reimburse you for that late charge up to a maximum amount of \$15.00. If you do not adhere to the obligations described in this Agreement, or if you schedule a payment less than five business days before a payee's due date, you will assume full responsibility for all penalties and late fees.

## 7. Restrictions

Payments may only be made in U.S. dollars to a payee with a U.S. address. Each payee must appear on the payee list you create with the Credit Union, and the account you are paying must be in your name. You may not use the Bill Pay service to make payments to a federal, state, or local government or tax unit, payees outside the United States, or to other categories of payees we may establish from time to time. The Credit Union reserves the right to refuse to make any payments, but will notify you of any such refusal within three (3) business days

following receipt of your payment process date.

## **8. Failed Payments**

If a non-sufficient funds (NSF) condition exists, the payment may be returned via banking channels. If funds are not available on the Processing Date, payment(s) via ACH will not be sent and it is your responsibility to reschedule the payment(s).

The Credit Union is not responsible to notify you if sufficient funds are not available in your account. The Credit Union is not liable for any damages you incur if:

- The estimated time allowed for delivery to the payee is inaccurate.
- You provide incomplete or incorrect payee information.
- There are delays in mail delivery.
- There are changes to the payees address or account number.
- Any payee fails to account for the payment in a timely manner.
- Any other circumstance occurs beyond the control of the Credit Union.
- Your Bill Pay service has been canceled.

## **9. Bill Pay Stop Payments**

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must call the Credit Union at the contact information listed below. Although we will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The fee for stop payments is disclosed in our Fee Schedule.

## **10. General Disclaimer**

First Basin Credit Union hereby disclaims any warranties, endorsement, or representations, expressed or implied, related to any product, service, advertisement, or other information contained herein. This includes any content contained, distributed, linked, or downloaded from the site. Any products or services from this site are to be used at your own risk, with no obligations or liabilities by First Basin Credit Union. It will be within the sole discretion of First Basin Credit Union to correct any errors or to omit any portion of the services, products, or materials contained herein. This Agreement, any separate instructions, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, the Credit Union shall send notice to you either by email or postal mail to your last known address or transmit such notice of the amendment over the Bill Pay service. Your use of the Bill Pay service following the receipt of such notice constitutes acceptance of such amendment. You agree to be bound by and comply with applicable state and federal laws and regulations. This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the State of Texas.

## **Transaction Modes and Process Dates**

Payments from your Credit Union checking account may be established as either manual or recurring payments. All payments are made as single manual payments unless designated as recurring payments. A manual payment is established by entering the amount due and due date, specifically for a Payees individual bill. The Processing Date for this payment is the date you enter into the system based on the due date of your bill. If you designate a payment as a recurring payment, you request the payment be made in the same amount to the same payee or account on the same payment schedule every month in the future. These payments will continue until you delete the payee by following the edit/delete commands on-line or until the date you have entered as the final date of payment. You agree to set up all payments according to the Scheduling Payments section of this Agreement. If you do not allow sufficient time to process a payment, or enter an incorrect due date, the Credit Union is not liable for any service or late charges levied against you.

## **11. Canceling or Editing Payments**

Bill payments are either pending or processed. Pending payments are those that have not been processed. You may cancel or edit pending payment(s), because no funds have been debited from your account. If canceling or editing a payment, you must do so by 3:00 p.m. CST on the business day prior to the Processing Date you schedule for the payment to be deducted from your checking account. When a bill has been processed, the amount for that bill will be debited from your account. You may not modify or cancel a payment that has been processed. For questions regarding payments that have been processed, contact us at the information provided below.

## **12. Cancellation of Bill Pay Service**

Bill Pay service may be canceled at any time by written request to the Credit Union. The request must include your name, address, account number, signature and date. The Credit Union cannot cancel the service until all pending payments have cleared. If you have pending payments and do not wish to wait for them to clear, you may individually delete the pending payments by following the edit/delete commands on-line. If you cancel Bill Pay, then you agree to notify us at that time. You will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees. You will cancel all outstanding payment orders before notifying us to terminate this service. If you do not use Bill Pay for two consecutive billing months, we reserve the right to cancel your service.

## **13. Alterations and Amendments**

This Agreement, applicable fees, and service charges may be altered or amended by First Basin Credit Union, from time to time. In such event, the Credit Union shall send notice to you at your postal address or email as it appears on our records or transmit such notice of the amendment over the Bill Pay service if the change will cause you greater cost or liability or if it will limit your access to the Service. Any use of the Service after

the Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the Services more recent revisions and updates.

#### **14. Payee Limitation**

The Service Provider and Credit Union reserve the right to refuse to pay any Payee to whom you may direct a payment. The Service Provider is obligated to notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

#### **15. Information Authorization**

To use Bill Pay, you must become a registered On-line Banking user. Your enrollment in the Service may not be completed if the Credit Union cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that the Credit Union reserves the right to request a review of your credit rating at its own expense through an authorized credit bureau. In addition, you agree that the Service Provider and Credit Union reserve the right to obtain financial information regarding your account from a Payee or financial institution to resolve payment-posting problems.

#### **16. Disputes**

In the event of a dispute regarding the Bill Pay Service, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree this Agreement is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement.

#### **17. Password and Security**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service, your password or other means to access your account, you are responsible for any transactions they authorize or perform. You understand that by disclosing your password to anyone, regardless of whether that person is a signer, you are providing the person authorization to perform transactions on your account(s), through the Service until you revoke such authority by changing the password. If you fail to maintain security of your password and First Basin Credit Union suffers a loss, we reserve the right to terminate the Services as well as other First Basin Credit Union deposit and loan services provided via On-line Banking. If you believe that password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has

transferred money without your permission, you must notify the Credit Union immediately.

#### **18. Other Terms and Conditions**

We will process bill payment transfer requests only to those payees you authorize and the Credit Union has approved. We will not process any bill payment transfer if the required transaction information is incomplete. We will debit the designated funds from your checking account for bill payment transfer as designated by the Processing Date you select. You must allow sufficient time for payees to process your payment after they receive the payment. Please allow as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the payee. The Bill Pay service may be temporarily unavailable due to Credit Union record updating or technical difficulties. You may make payments of no more than \$5,000.00 per payment and \$10,000.00 per day. You authorize First Basin Credit Union to charge your designated account(s) for any transactions completed through the use of the Bill Pay service, including any recurring payment that you make. You regard requests for new account services, instructions to change existing account information or services, and other communication received via On-line Banking as legal endorsements. As such, all correspondence initiated via On-line Banking or Bill Pay shall command the legal authority of a written request authorized by your signature.

#### **19. Liability for Unauthorized Access**

Contact us immediately if you believe your password has been lost or stolen, or an unauthorized person has obtained access to your account(s) without your permission. Telephoning is the best way of keeping your possible losses down. If you believe someone has used your password or accessed your accounts through On-line or Mobile Banking without your authorization, please call us immediately at (800) 322-7242. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If you tell us verbally, we may require that you send us your dispute in writing or electronically within ten (10) business days.

#### **20. You Choose to Pay Bills Through Bill Pay**

You agree to comply with the terms and conditions. You accept liability for all transactions made by you, joint owners, or anyone else you give the user ID and password. You understand that withdrawals and transfers may affect the dividend and interest earned on your account. When using Bill Pay, you authorize First Basin Credit Union to post payment transactions generated to



the account(s) indicated. You are in full control of your account, and if at any time you decide to discontinue this service, you must provide the Credit Union with written notice. Your use of Bill Pay signifies that you have accepted all of the terms and conditions of this service. If you do not allow sufficient time to process a payment, or enter an incorrect due date, the Credit Union is not liable for any service or late charges levied against you.

## **21. Damages and Warranties**

In addition to the terms previously disclosed, the Credit Union is not responsible for any losses, injuries expenses, claims, attorney fees, interest or other damages, whether direct, indirect special, punitive, incidental or consequential, (collectively, Losses) caused by On-line Banking or the use of the On-line Banking Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, the Credit Union disclaims any responsibility or liability for any electronic virus(es) you may encounter after installation of such software or use of On-line Banking or the On-line Banking Services. Without limiting the foregoing, neither the Credit Union nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication

lines, postal system or ACH network. The Credit Union and its suppliers provide On-line Banking and the On-line Banking Services from their own sites and they make no representation or warranty that any information, material or functions included in On-line Banking or the On-line Banking Services are appropriate for use by you in your jurisdiction. If you choose to use On-line Banking and/or the On-line Banking Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Credit Union nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of On-line Banking, the On-line Banking Services, or contained in any third-party sites linked to or from the Credit Unions website.

THE CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE BANKING SERVICES, BILL PAY SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE CREDIT UNION DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

## **22. Credit Union Rules and Regulations and Other Agreements**

Your Payment Account may also be governed by other agreements between you and the Credit Union and by the Membership Agreement.



### **Contact Information**

First Basin Credit Union • 7100 East TX Highway 191 • Odessa, TX 79765  
(432) 333-5600 • (800) 322-7242 • [info@firstbasin.com](mailto:info@firstbasin.com)