

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Mobiloil Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share or deposit accounts you have with the Credit Union. Capitalized terms used in this Agreement but not defined shall have the same meaning as in the Membership, Account, and Arbitration Agreement. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered, as well as the terms of the Membership, Account, and Arbitration Agreement, our policies and procedures, and any other agreements or instructions (collectively "Other Agreements") provided to you in connection with the EFT services, all of which are incorporated into this Agreement by reference. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this Agreement may vary for those types of transactions.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you of your rights and obligations for the transactions listed. You should keep this notice for future reference.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. Visa Debit Cards and ATM Cards. We may issue you an ATM or debit card (either is called a "card") and a personal identification number (PIN) when you open your account. You understand that a card is not a credit card and does not provide "credit" which means that you may not defer payment of card transactions. You may use your card to withdraw cash from your account or pay for purchases. However, we are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the card or to complete a transaction. For Visa Debit Cards, you may not use your card to initiate any type of online gambling transaction.

You can use your card and PIN as follows:

Participating Network Transactions:

- Withdraw cash from your account(s).
- Balance inquiries on your account(s).

ATM transactions at ATM/ITMs owned and operated by the Credit Union and such other machines or facilities as the Credit Union may designate:

- Withdraw cash from your account(s).
- Transfer funds between your account(s).
- Check your balances on your account(s).

Some of these services may not be available at all Credit Union ATM/ITMs. Also, ATM/ITM services may be limited on ATM/ITMs which we do not own, such as, for example, withdrawal limits.

You can use your card at participating merchants to:

- Purchase goods and services.
- Withdraw cash while making a purchase using your PIN if the merchant permits the cash-back option.

You can use your card at participating financial institutions to:

- Obtain a cash withdrawal from a teller.

If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

Funds to cover your card purchases will be deducted from an account. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union as set forth in the Fee Schedule. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

Debit Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to

the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

b. Telephone Account Access (Audio Response). If we approve Telephone Account Access (Audio Response) for your accounts, a separate personal identification number will be assigned to you. You must use your separate personal identification number along with your account number to access your account(s). At the present time, you may use Telephone Account Access (Audio Response) to:

- Withdraw funds from your share, share draft, and money market accounts.
- Transfer funds from your share, share draft, money market, and Line of Credit accounts.
- Obtain balance information for your share, share draft, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your share, share draft, and money market accounts on qualified loans.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Change access code.

Your accounts can be accessed under Telephone Account Access (Audio Response) via a touch-tone telephone only. Telephone Account Access (Audio Response) service will be available for your convenience 24 hours per day. This service may be interrupted for a time each day for data processing and for events beyond our control.

The following limitations on Telephone Account Access (Audio Response) transactions may apply:

- There is a limit of 999 transactions per call and certain limits on the account history information available.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient available funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

c. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share, share draft, money market, and/or club account.
- **Preauthorized Debits.** Upon instruction, we will make certain recurring payments to third parties from your share and/or share draft account. You can get copies of the preauthorized payment documentation from the payee at the time you give them the initial authorization.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us in writing at any time up to three (3) business days before the scheduled date of the transfer. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these recurring payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we may be liable for your losses or damages.
- **Fees.** If your account does not have sufficient funds to pay a preauthorized payment, the request will be returned to the third-party payee and your account will be charged an NSF Fee as stated in our Fee Schedule.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization. This can result in a merchant presenting a converted paper check up to two additional times to collect payment on the check after the initial failed attempt.

e. Online & Mobile Banking, Bill Payment and Mobile Deposit. These electronic banking services are governed by separate agreements. You receive the agreement for the service at the time you enroll. You can use these services with linked accounts to view your account information, make deposits, transfer funds between your accounts, pay qualifying loans or credit cards, and make payments from your account to third parties. You can enroll in these services on our website, www.mobiloilcu.org.

f. ACH Transactions. You can send or receive electronic transfers to or from your accounts by providing another party your account number and our routing number. We may transfer funds by ACH or other similar networks. Electronic transfers require your authorization and may take various forms, such as:

- Direct deposits, such as employer payroll or government benefits;
- One-time (or everyday) or recurring charges to your account for bill payments;
- A “check conversion” transfer, where a merchant or other payee creates an electronic transfer from your paper check. The merchant may keep your check or return it to you.

We may offer new EFT services in the future.

2. TRANSFER AND FREQUENCY LIMITATIONS — For certain accounts we may limit the number of transfers or withdrawals you may make from your account. If you exceed these limitations, your account may be subject to a fee according to our Fee Schedule or be closed.

The following limitations on Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$99,999.00, if there are sufficient funds in your account.

To protect your balance, we place daily dollar limits and transaction limits on ATM/ITM withdrawals and card purchases, even if your available balance is higher than the daily limit. However, we may:

- Allow transactions that exceed your limits.
- Temporarily reduce your limits without notice, for security purposes.
- Change your limits (we will notify you if we do).

The following additional limits may apply:

1. Card Transactions. Provided you have sufficient available balance in your account,
 - You may make 25 Visa Debit Card purchases per day.
 - You may have a maximum limit per day for purchases and/or debit card transactions as determined by the Credit Union.
 - You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM/ITM Self-Service Transaction, if there are sufficient available balance in your account.
 - You may transfer up to the available balance in your accounts at the time of the transfer.

For security purposes, there are other limits on the frequency and amount of transfers available at ATMs/ITMs.

2. Point of Sale (POS) Transactions. Provided you have a sufficient available balance in your account, you may use your Visa Debit Card at a POS terminal at any business establishment where the Visa Debit Card is accepted for purchases up to the Credit Union’s defined limit each twenty-four (24) hour period. POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge fees. You agree to follow the instructions posted or otherwise given by us or any POS terminal concerning use of the terminal.

Authorization Holds for Visa Debit Card Transactions.

For information regarding how debit card authorization holds impact your available account balance, refer to the “Overdrafts” section of you Membership, Account, and Arbitration Agreement for additional information.

Overdrafts.

Unless you opt-in, we generally will not authorize an ATM/ITM transaction or a one-time (or everyday) non-recurring debit card transaction if your available balance is insufficient to pay for the transaction, and we will not charge an NSF Fee. You can authorize us to link your Visa Debit Card to an Overdraft Transfer Source or line of credit to fund any overdrafts. Refer to the “Overdrafts” section of you Membership, Account, and Arbitration Agreement for additional information.

Our Right to Refuse Card Transactions

We reserve the right to refuse to authorize any transaction when your card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity.

3. ATM/ITM SAFETY — The following information is a list of safety precautions regarding the use of ATMs/ITMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Do not use an ATM/ITM that appears damaged.
- Avoid ATM/ITMs that are obstructed from view or unlit at night.
- Lock your vehicle when you leave it.
- Consider having someone accompany you when the ATM/ITM or night deposit facility is used after dark.

- Close the entry door of any ATM/ITM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM/ITM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM/ITM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM/ITM or night deposit facility, consider using another ATM/ITM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN or access code on your ATM or Debit card.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Have your card in your hand as you approach the ATM/ITM and avoid reaching in your wallet or purse in front of the ATM/ITM.
- When using a drive-up ATM/ITM, lock the doors, roll up all but the driver's window, and keep the engine running.
- Do not accept assistance from anyone you do not know when using an ATM/ITM.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.
- We want the ATM/ITM to be safe and convenient for you. Tell us if you know of any problems with the ATM/ITMS or with the facility at which the ATM/ITM is located.

4. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions we provide you upon repossession. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

We may cancel or restrict the use of any card if:

- Any of your accounts are overdrawn;
- Any loan/credit obligations are past due, regardless of grace period;
- You use your card in a manner which may cause a loss to us;
- Any mail sent to your address is returned to us as undeliverable;
- Any email sent to you by us is returned as undeliverable;
- We are aware that you have violated any term of this Agreement, whether or not we suffer a loss; or
- Where necessary to maintain or restore the security of your account(s) or the POS system.
- Deemed necessary by the Credit Union in its sole discretion.

We also reserve the right to recall the card through retrieval by any of the ATM/ITMs. You may cancel your card at any time by calling us, visiting us via MobiloIX, visiting www.mobiloilcu.org, or visiting any Credit Union.

b. Honoring the Card, Returns and Adjustments. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. Any refund to you by a merchant or seller of goods or services may be made on a credit voucher signed by you and submitted to us by the merchant or seller, or you may receive a cash refund. If a refund is made by credit voucher, the amount of your credit will be reflected on your periodic statement.

c. Foreign Transactions (Visa Debit Card).

Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.10% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you initiated such transactions inside or outside the United States.

d. Security of Access Code. Generally, you cannot use your ATM card, Visa debit card, online banking and certain other electronic services we offer without login credentials, such as a username and/or password, which we collectively refer to as a PIN or access code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties, written down or recorded on or with the card. You are responsible for protecting and safeguarding your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. When you use your access code, you authorize us to withdraw funds from your account to cover such transactions. **If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your**

accounts. You will notify us immediately and send written confirmation if your access code is disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the access code immediately to prevent transactions on your account(s) if any unauthorized person gets access to the access code. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, joint and severally, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

f. Card Claims and Transaction Questions. When you authorize other parties to debit your account, you are responsible for these transactions. This means that you should attempt to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning goods or services purchased with your card must be resolved by you directly with the merchant or seller who accepted the card. You understand that we will not be able to help you because we only have the information received from the third party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the transaction, unless otherwise permitted by law. You cannot stop payment on any purchase you made using your card.

5. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Fee Schedule. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law. We reserve the right to increase or add new fees at a future date after we give you notice of such fees as required by applicable law.

Additionally, if you use an ATM/ITM not operated by us, you may be charged a fee(s) by the ATM/ITM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM/ITM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM/ITM operator may charge you multiple fees for multiple transactions during the same ATM/ITM session (for example, fees for both a balance inquiry and a cash withdrawal, or fees for balance inquiries even if you did not complete a transaction).

6. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Calling or visiting us via MobiloilX is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum Overdraft Transfer Source). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed (or delivered electronically) to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

409.892.1111
800.892.1111

or visit us at MobiloilX (available via desktop through www.mobiloilcu.org/mobiloilx/, on the AppStore or Google Play store)

or write to:

Mobiloil Credit Union
PO Box 12849
Beaumont, TX 77726

You should also call the number, visit MobiloilX or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

7. RIGHT TO RECEIVE DOCUMENTATION —

- a. Periodic Statements.** You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly unless prohibited by applicable law or we consider your account inactive.
- b. Receipt.** In most cases, you can get a receipt at the time you make any transaction (except inquiries) involving your account using a participating ATM/ITM and/or point-of-sale (POS) terminal. You should retain this receipt to compare with your statement from us. Federal law provides that for certain small dollar transactions at merchant locations, you may not receive a receipt.
- c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by reviewing your balance and recent transactions through www.mobiloilcu.org/, via mobile banking, by calling us at 409-892-1111 or 800-892-1111, or using our automated telephone banking system. This does not apply to transactions occurring outside the United States.

8. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of an available balance to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

9. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays. Experience Center hours may be obtained on our website (www.mobiloilcu.org/) or by calling us at 409-892-1111 or 800-892-1111.

10. CREDIT UNION LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC TRANSFERS — If we do not complete an EFT to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM/ITM where you are making the transfer does not have enough cash.
- If the ATM/ITM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM/ITM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

11. NOTICES — All notices from us will be effective when sent, either by mail or email. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

12. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears:

call us at:

409.892.1111

800.892.1111

or visit us at MobiloilX (available via desktop through www.mobiloilcu.org/mobiloilx/, on the AppStore or Google Play store)

or write to:

Mobiloil Credit Union
PO Box 12849
Beaumont, TX 77726

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days of your oral complaint.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction made with a merchant or retailer outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM/ITM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

13. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. Termination by any account owner will be binding on all account owners and we are not required to notify other account owners of the termination. Your termination or our termination of electronic banking services does not terminate your accounts or agreements with us and will not affect your obligations to the Credit Union, or any account or Other Agreement you have with us or your obligations for transfers and payments made prior to termination. We reserve the right to terminate or suspend your access to electronic banking services at any time and for any reason. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination or any unpaid remaining fees.

14. ILLEGAL OR RISKY TRANSACTIONS — It is your responsibility to comply with all laws and regulations when using your card or any electronic banking service. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your authorized user for the purpose of conducting an illegal activity. We reserve the right to decline authorization or transactions for activities we believe may violate law or pose significant risk to the Credit Union.

15. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY — YOU UNDERSTAND AND AGREE THAT THE ELECTRONIC BANKING SERVICES ARE PROVIDED "AS-IS." YOU UNDERSTAND AND AGREE THAT USE OF THE ELECTRONIC BANKING SERVICES IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD-PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF, OR YOUR INABILITY TO USE, THE ELECTRONIC SERVICES, ANY INACCURACY OF ANY INFORMATION, OR ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY.

16. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas, Nacha Rules and local clearinghouse rules, as amended from time to time.

17. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

18. MONITORING AND RECORDING OF COMMUNICATIONS — You agree that your telephone or MobiloilX communications with us may be monitored and recorded to improve member service and security.

19. USE OF SOCIAL MEDIA — You understand that you may elect from time to time to use the Credit Union's or other parties' social media tools and sources, that there is no claim of privacy or privilege regarding information you share or information discernible from such use or sharing, and the use of such information by us does not violate your privacy or other rights.

20. ADDITIONAL DISCLOSURES APPLICABLE TO REMOTE DEPOSIT CAPTURE — If we approve your use of Remote Deposit Capture (Snap Deposit), you may make deposits to your checking, savings, or money market accounts from any location by scanning or photographing and then transmitting your checks to the credit union. All Snap Deposit checks must be properly endorsed and restricted by "For Mobile Deposit at Mobiloil CU Only." The Credit Union may reject deposits without the aforementioned endorsement. The following also applies to these deposits:

- Contains an image of the front and back of the original check.
- Bears a MICR line that contains all the information.