

Online & Mobile Banking

ONLINE/MOBILE SERVICES AGREEMENT AND DISCLOSURE

This Online/Mobile Services Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of the Online Account Access and mobile application services (“Service” or “Services”). It also describes the rights and obligations of Mobiloil Federal Credit Union (“Mobiloil FCU”, “we” or “us”). Please read this Agreement carefully. By requesting or using any of these Services, you agree to comply with the terms and conditions of this Agreement. You also understand that some services may be available in one platform and not the other.

ONLINE ACCOUNT ACCESS, ELECTRONIC AND RECURRING FUNDS TRANSFERS (EFTs).

You must use a Username, Password and/or PIN (Personal Identification Number) where prompted to access your accounts online. At the present time, you may use the Online Account Access services to: (i) transfer funds; (ii) obtain account balance information; (iii) transfer funds to make your credit union loan payments; (iv) access your line of credit account; (v) make online bill payments using Bill Payment (as described under BILL PAYMENT SERVICE below); (vi) download your online account and transaction history information into third party financial software programs.

ONLINE ACCOUNT ACCESS AND LIMITATIONS.

Your accounts can be accessed within Online Account Access via personal computer and compatible mobile devices. Online Account Access services will be available for your convenience most days and may be interrupted periodically for maintenance or unexpected outages. We reserve the right to refuse any transaction which would draw upon insufficient, verifiable funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction as well as the duration of each access as provided for in our account disclosure documents.

BILL PAYMENT SERVICE.

We will process bill payment transfer requests only to those creditors, merchants, individuals, etc. as you have designated and authorized according to the Bill Payment user instructions. Accurate names, account numbers and payment addresses are required for each Payee. We will withdraw the designated funds from your share draft account for bill payment within 1-3 business days after payment is processed. However, Mobiloil Federal Credit Union cannot guarantee the time that any payment will be credited to your account by the payee. You must allow sufficient time for payees to process your payment after they receive a bill payment from us. If a bill payment was made according to your instructions, Mobiloil Federal Credit Union will not be liable for any service fee(s) or late charge(s) levied against you because a payee received your payment late. Payments may take up to 10 business days to reach a payee and will be sent to the payee either electronically or by check. There is no limit on the number of bill payments per day. However, the total dollar amount for all payments scheduled cannot \$99,000 daily.

PERSONAL FINANCE MANAGEMENT SERVICE, ACCOUNT REWARDS PROGRAMS.

Upon enrollment into this feature, you are granted a personal, limited, non-exclusive, non transferable license to electronically access and use the Money Management service solely to manage your financial data and any rewards programs that may be offered by Mobiloil FCU. (Rewards offers may be accompanied by and subject to additional terms and conditions.) The license granted for your access to this feature is not to be used by you nor authorized to any third party by you to: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Money Management service or site or from any rewards programs made available within Online Services; (iii) permit any third party to benefit from the use or functionality of the service or rewards programs or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the service or rewards programs, use any tool to enable features or functions that are otherwise disabled, or decompile, disassemble, or otherwise reverse-engineer any parts of the service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the service or rewards programs or any other services or features provided in connection with them by other licensees, or impose an unreasonable or disproportionately large load on the infrastructure while using the service; or (vii) otherwise use the service, rewards programs, or any services provided in connection with them except as expressly granted under this section.

ACCOUNT AGGREGATION.

Mobiloil FCU's Online Account Access features allow you to view information related to accounts you may have with other financial institutions (Account Aggregation). By using this feature, you grant Mobiloil FCU access to the data for purposes of aggregating it for you within the Online Services platform. Access information required to use this service may include account access numbers or IDs, passwords, security questions and answers to those questions, and other security or login access information needed to retrieve data from those external accounts on your behalf. By granting this access, you also agree that Mobiloil FCU or a trusted third-party vendor may use, copy and retain non-personally identifiable information (i) for the use, function or performance of the services; (ii) as necessary to diagnose or correct errors, problems, or defects in the services; (iii) for measuring downloads, acceptance, or use of the services; (iv) for the security or protection of the services; (v) for the evaluation, introduction, implementation, upgrade, improvement, enhancement, or testing of the services; (vi) to assist Mobiloil FCU in performing its obligations to you in providing the services you have selected. If applicable, aggregated data may be used to provide relevant savings opportunities, services, product offerings, or additional features. Information displayed or compiled from aggregated accounts is rendered as pass-through data and will only be as accurate as received from the external financial institutions.

USE OF YOUR SECURITY PASSWORD.

You are responsible for maintaining the confidentiality of your account number, Username, PIN, Password, and any other security or access information. To protect yourself against fraud, you should adhere to the following guidelines: (i) Do not give out your account information, including account number, Username, Online Account Access Password, PIN, or other access information; (ii) Do not leave your computer or mobile device unattended while you are logged

into the Online Account Access and mobile services; (iii) Never leave your account information within view of others or access your account using public Internet services; (iv) Do not send privileged account information (account number, Username, PIN, Password, etc.) in any public or general WIFI/Internet and/or email system. If you believe your Password or any other sensitive information has been lost or stolen or if you suspect any fraudulent activity on any of your accounts, please immediately do the following: (i) Notify Mobiloil FCU at 409-892-1111 (toll-free 800-892-1111) during office hours (7:30 a.m. to 5:30 p.m. Monday through Friday); phoning us immediately is the best way to minimize your exposure to possible fraud, (ii) Use the *Change Password* feature located under *Settings* within Online Account Access to promptly change your password.

LIABILITY (MEMBER LIABILITY).

The following determine your liability for any unauthorized EFT or any series of related unauthorized EFTs: (i) If you notify Mobiloil Federal Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$50.00 or the amount of the unauthorized EFT(s) that occur prior to notification; (ii) If you fail to notify Mobiloil Federal Credit Union within two business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of: \$50.00 or the amount of unauthorized EFTs that occur within the two business days plus the total of authorized EFTs that occur during the two days before notification to Mobiloil FCU, provided it is established that these EFTs would not have occurred had we been notified within that two day period; (iii) You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts as described above; (iv) If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. We may take up to 45 calendar days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the reported amount in question. This will allow access to the funds during the time it takes to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error occurs within the first 30 days of establishing membership or if the error involves an EFT outside of a State, Territory or other possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation has been completed. You may request copies of the documents that were used in the investigation.; (v) You may notify us by telephone, in writing, by email using the secure email feature within Online Account Access, or via the *Contact Us* feature on the credit union website, www.mobiloilcu.org. Notification by general email to report an unauthorized transaction may not be secure and is not advised unless using the secure email option available within Online Account Access. (If notifying by general email, please include only necessary details and contact information; do not include Passwords, SSNs or other sensitive information in unencrypted email).

LIABILITY (CREDIT UNION LIABILITY).

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your membership accounts using the Online Account Access services. Unless otherwise required by applicable law, we are only responsible to provide these services as delineated within this Agreement. We may be liable for the amount of any material losses or damages incurred by you that result directly from our gross negligence. We will not be liable to you in the following instances: (i) If, through no fault of Mobiloil FCU, you do not have enough money in your account to make the transfer; (ii) If circumstances beyond our control (such as fire, flood, power outage, equipment technical failure or breakdown) prevent the transfer despite reasonable precautions we have taken; (iii) If there is a hold on your account or if access to your account is blocked in accordance with credit union policy; (iv) If your funds are subject to a legal proceeding or other encumbrance restricting the transfer; (v) If your transfer authorization terminates by operation of law; (vi) If you believe someone has accessed your accounts without your permission and you fail to immediately notify us; (vii) If you have not properly followed instructions on how to make a transfer included in this Agreement; (viii) If we have received incomplete or inaccurate information from you or a third party involving the account or transfer; (ix) If we have a reasonable basis to believe that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement; (x) IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR USE OF ONLINE ACCOUNT ACCESS SERVICES.

LIABILITY (INDEMNIFICATION).

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to your use of Online Account Access services.

LIABILITY (THIRD PARTIES).

We are not liable for any loss or liability resulting from any failure of your equipment or software or that of an Internet browser provider, Internet access provider, online services provider or third party financial services provider, nor will we be liable for any direct, indirect, special or consequential damages that result from your access to or failure to access an account online. We are also not liable for data displayed as acquired from third-party financial institutions (Aggregated account information).

LIABILITY (MALWARE AND VIRUS PROTECTION).

Mobiloil FCU is not responsible for effects of or any privacy exposure related to malware or electronic virus infestations on equipment used to access your accounts online. We suggest that you routinely scan your computer(s) and mobile device(s) using a trustworthy anti-malware protection product. (Undetected malware may corrupt your devices' data files and expose users to undue risk.)