

Mobiloil CREDIT UNION

MEMBERSHIP, ACCOUNT, AND ARBITRATION AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Mobiloil Credit Union ("Credit Union") providing this Agreement. In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document ("Account Card"), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations ("Bylaws"), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services. We have no duty to inquire about the use or purpose of any transaction unless required by applicable law.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") and/or paying a membership fee as set forth in the Credit Union's Bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

2. SINGLE PARTY ACCOUNTS - A single party account is payable to one party, the owner, who has qualified for credit union membership. If the owner dies, the account is payable to the Payable on Death (POD) beneficiary(ies), if so named, or as a part of the owner's estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

3. JOINT MULTIPLE PARTY ACCOUNTS - A joint multiple party account is an account payable to any one of two or more parties, the owners. During their lifetimes, the owners of a joint multiple party account own the account in proportion to their net contributions to the account. The owners of a joint multiple party account are presumed to own the account in equal undivided interests, unless there is satisfactory proof of the parties' net contributions to the account. The owners' net contributions to a joint multiple party account are calculated in accordance to Sec. 125.104(b) of the Texas Finance Code and Sec. 113.003 of the Texas Estates Code, as amended from time to time.

a. Rights of Survivorship. For joint multiple party accounts with rights of survivorship, on the death of one party, all sums in the account on the date of the death vest in and belong to the surviving party(ies) as his or her separate property and estate. This means that when one owner dies, ownership of the account passes to the surviving owner(s). If there are two or more surviving owners, their respective ownerships during lifetime shall be in proportion to their previous net contributions to the account, increased for each survivor by an equal share of any interest the decedent may have owned in the account immediately before his or her death. The rights of survivorship in the account continue until only one owner survives. For a joint multiple party account without rights of survivorship, when one owner dies, the deceased owner's interest in the account passes as part of the deceased owner's estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests of an owner or by an owner's agent prior to notice of an owner's death, and to our statutory lien for the owner's obligations, and to any security interest or pledge granted by the owner.

b. Control of Joint Multiple Party Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. However, subject to a policy adopted by the Credit Union's Board of Directors, a member, by written notice to us, may change any joint owner designated on the account or remove any such joint owner, change the form of the account, or stop or vary payment under the terms of the account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Multiple Party Account Owner Liability. If an item deposited in a joint multiple party account is returned unpaid, a joint multiple party account is overdrawn, or we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including rights of offset explained in Section 20 and including all funds in the joint multiple account, regardless of who contributed the funds.

4. POD ACCOUNT - A POD account is a single or joint multiple party account that is payable on request to the owner(s) during his, her, or their lifetimes and, upon the death of all owners, is payable to the surviving named POD beneficiary(ies). Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary. Any POD designation shall not apply to Individual Retirement Accounts ("IRA"). We are not obligated to notify any beneficiary of the existence of any account nor the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

5. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a parent is an account owner, the parent shall not have any account access rights.

6. ACCOUNTS SUBJECT TO TUTMA - An account designated as subject to the Texas Uniform Transfers to Minors Act (TUTMA) is a single party account for a minor. The account is created by the transfer of funds into an account subject to the TUTMA for a named minor. The transfer and all additional deposits to the account are irrevocable gifts to the minor. The transferor of the initial deposit to the account must name one person eligible under the TUTMA to serve as custodian of the account. The custodian has possession and control of the account and is required by law to manage the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make withdrawals, or close the account. If the custodian dies without a successor custodian already named for the account, we may suspend the account until a successor custodian is named, we receive instructions from any person authorized by law to withdraw funds, or we receive a court order authorizing withdrawals.

7. CONVENIENCE ACCOUNT AND CONVENIENCE SIGNERS - A convenience account is an account established by one or more parties, the owners, who have authorized one or more other persons, the convenience signers, to make transactions to the account. All sums on deposit in a convenience account may be paid or delivered to the account, to the owner(s), or to the convenience signer(s) for the convenience of the owner(s). The convenience signer(s) have no ownership interest in a convenience account and no voting rights in the Credit Union. The deposit of funds to a convenience account does not affect the title to the deposit and does not constitute a gift to a convenience signer of the deposit, any additions, or any accruals. If anyone other than an account owner makes a deposit to a convenience account, the deposit and any additions and accruals are deemed to have been made by an owner. Upon the death of the last surviving owner, ownership of a convenience account passes as a part of the owner's estate under his or her will or by the applicable laws of intestacy; a convenience signer has no right of survivorship in the account. We may continue to pay funds in a convenience account to the convenience signer(s) until we receive written notice from any account owner not to make payment to a convenience signer(s) or until we receive written notice of the death of the last account owner. We have no duty to inquire about the use or purpose of any transaction made by a convenience signer for a convenience account except as required by applicable law. A convenience signer may be designated to other accounts; all laws that apply to the convenience signer designated on other accounts are equal to the extent of the law applicable to a convenience signer on a convenience account.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Funds Availability Policy Disclosure and the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All checks, drafts, automated clearinghouse (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

9. ACCOUNT ACCESS -

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of an electronic signature, we may honor any check or draft that appears to bear your electronic signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

b. Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM/ITM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

c. Credit Union Examination. You understand and agree that we use automated means to process checks and other items written on or deposited to your account. That means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, draft or item which contains your account number, amount of check and check number. You understand and agree that we rely on the automated system's label of transactions when the Credit Union assesses applicable fees. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or restrictive legends on checks (e.g., "Void after six (6) months," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restrictions. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account for which you have an interest.

10. FUND TRANSFERS - Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association ("Nacha"). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.

c. No Notice Required. We will not provide you with notice when fund transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you. This may result in a fee according to our Fee Schedule.

f. Payment Order Processing and Cut-off Times. The order in which items are paid is important if there is an insufficient available balance in your account to pay all of them. The payment order can affect the number of items overdrawn or returned unpaid and the amount of fees you may have to pay. To assist you in managing your account, we are providing you with the information in the Overdrafts section below on how we process those items.

Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Duty to Report Unauthorized or Erroneous Fund Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. Recording Telephone and Video Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

l. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Fee Schedule. We may change the Truth-in-Savings Disclosure or Fee Schedule at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS -

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft transfer source and/or have our Pay Privilege service, otherwise we will process, in accordance with the Overdrafts section of this Agreement.

We may refuse to allow a withdrawal in some situations, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. With regards to large cash withdrawals, we may require you to give prior notice.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account ("Certificate Account"), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and the Account Receipt.

14. OVERDRAFTS -

An overdraft occurs if the available balance in your share or deposit account is not sufficient to pay the full amount of a check, electronic payment transaction, transfer, in-branch withdrawal, or other item at the time it is presented to us for payment (not when it is submitted for authorization). We may return the overdraft item or pay it pursuant to our Pay Privilege service as described below. If we pay it, then you may be charged a Pay Privilege Overdraft Fee. If we do not pay a transaction, then it will be rejected, or in the case of an ATM/ITM Self-Service Transaction (withdrawal or transfer) (an "ITM Self-Service Transaction" is an ATM withdrawal or transfer that occurs at an ITM in ATM mode) or debit card payment, it will be declined. If we reject a check or Automated Clearing House ("ACH") transaction, then you may be charged a Returned Item or Non-Sufficient Funds (NSF) Fee. Our fees are described in the current version of our Fee Schedule. You will be charged a Non-Sufficient Funds (NSF) Fee or a Pay Privilege Overdraft Fee each time an item is presented against an insufficient available balance, even if the item was previously rejected and you were previously assessed a Non-Sufficient Funds (NSF) Fee. We do not charge fees if we decline an ATM/ITM Self-Service Transaction (withdrawal or transfer) or debit card payment transaction.

We offer two programs to cover overdrafts: Overdraft Transfer Source and our Pay Privilege service. Both are described next.

Overdraft Transfer Source. You can authorize the Credit Union to transfer funds from another account such as a share or deposit account, or from an overdraft line of credit to cover overdrafts. You may be assessed a fee for transfers from another account as reflected in our current Fee Schedule. There is a fee for a transfer from an overdraft line of credit, but the fee will be refunded within 24 hours; however, you will be charged interest in accordance with the terms of the line of credit agreement. We will use funds from an Overdraft Transfer Source before we pay overdrafts with our Pay Privilege service.

Pay Privilege. If Overdraft Transfer is not available, and you qualify for this service, we may elect to pay overdrafts up to a certain limit. Pay Privilege costs nothing to enroll, but we will charge a Pay Privilege Overdraft Fee if we elect to pay an overdraft. You may be eligible for Pay Privilege if you meet certain criteria and eligibility requirements. Pay Privilege applies automatically to in-person withdrawals and transfers, automatic bill pay, checks, ACH payment transactions and other electronic payments and recurring debit card payments. You must authorize us to apply Pay Privilege to ATM/ITM Self-Service Transactions (withdrawals and transfers) and one-time (or everyday) debit card payments.

There is no charge for using Pay Privilege unless you have an overdraft and we pay it, in which case we will charge a Pay Privilege Overdraft Fee. You may cancel our Pay Privilege service and/or opt-out of an authorization for us to apply Pay Privilege to ATM/ITM Self-Service Transactions (withdrawals and transfers) and one-time (or everyday) debit card payments at any time. Note, if you receive a direct deposit Social Security or other federal benefit check, you must opt-out if you do not want us to apply those funds to repay an overdraft.

Using Pay Privilege may be more costly than having an Overdraft Transfer Source.

a. Understanding Your Account Balance. Your share draft account has two kinds of balances: the actual balance and the available balance. It is important to understand how the two balances are calculated and how they are used to know when you may be charged Non-Sufficient Funds (NSF) Fees or Pay Privilege Overdraft Fees.

Your actual balance reflects the full amount of all deposits to your account less transactions that have "posted" to (or have been paid from) your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but have not posted. Thus, while the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on checks or other deposits, payments and fees that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is still \$50 but it does not reflect the pending check transaction until the transaction is posted to your account. So, at that point, you actually have \$50, but you have already spent \$40. Your actual balance is the balance reflected on your account statements after transactions are posted to your account.

Your available balance is the amount of money in your account that is available for you to use without incurring a Non-Sufficient Funds (NSF) Fee or Pay Privilege Overdraft Fee. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card purchases or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders.

We use your available balance to determine whether to authorize payments and whether to assess Non-Sufficient Funds (NSF) Fees or Pay Privilege Overdraft Fees when transactions are posted to (paid from) your account. For one-time (or everyday) (non-recurring debit card payments described next) we do not charge an overdraft fee, even if your available balance is insufficient at the time the transaction is posted to your account, unless your available balance was insufficient at the time the transaction was authorized.

The following is an example of how the two balances work, both the actual balance and the available balance:

Assume you have \$100 in both your actual balance and your available balance and you have opted in to Pay Privilege for one-time (or everyday) debit card payments. Further assume you use your debit card to buy a shirt for \$70, in which case the merchant will typically ask us to authorize the payment. If we do, then we will reduce your available balance to \$30 because we are now required to pay the \$70 for the shirt when the transaction is presented to us (usually a few days later) through the merchant's card network. This is referred to as an "authorization hold". Before the merchant presents the transaction for the shirt to us for payment, a check you have written for \$50 is presented for payment. Because you have only \$30 in your available balance the check is an overdraft even though you still have \$100 actual balance. We may reject the check (in which case you will be charged a Non-Sufficient Funds (NSF) Fee or we may pay it with Pay Privilege (in which case you will be charged a Pay Privilege Overdraft Fee). Later, when the shirt transaction is presented to us for payment through the merchant's card network,

we are required to pay it, but your available balance is now -\$20 due to the check we paid. Normally, this would result in another Pay Privilege Overdraft Fee. However, because this was a debit card payment that was authorized based on sufficient available balance, you will not be charged a Pay Privilege Overdraft Fee.

b. How Transactions are Posted to Your Account. There are two types of transactions that affect your account balances: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received or potentially even posted to your account.

- **ACH Payments.** We receive data files everyday from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions are posted to your account multiple times throughout the day in order of receipt in each file.
- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in the order received. This means that checks are not always processed in the order they are written or numbered.
- **ATM/ITM Withdrawals and Transfers.** These transactions are processed in real time as they occur.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM/ITM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment. These transactions are processed as we receive them.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a card system such as the Visa or Mastercard networks. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. If we authorize the transaction, then we will place a hold on the funds in your account. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and presented to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are posted to your account as they are received. The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. For example, a gas station may seek authorization for \$50 when you only pump \$30 of gas. Until the \$30 payment is presented to us, your available balance will be reduced by the \$50 authorization. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

Whether a debit card transaction is PIN-Based or Signature Based, it can be recurring or nonrecurring (also known as "one-time" (or everyday) debit card payments). Recurring transactions are where you use your debit card to set up a recurring monthly payment, such as a gym membership or monthly insurance payment. Nonrecurring transactions are one-time (or everyday) transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time (or everyday) or nonrecurring transaction. We will rely on how the merchant characterizes the transaction for purposes of processing it, and your only recourse for an improperly coded transaction is with the merchant who submitted it to us.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

To help you manage your account and avoid Pay Privilege and Non-Sufficient Funds (NSF) Fees, you may check your available balance online at mobilolcu.org, via mobile app, at an ATM/ITM, by visiting a credit union branch or by calling us at 800-892-1111 or 409-892-1111. We also provide you with a summary of Pay Privilege and Non-Sufficient Funds (NSF) Fees on your monthly account statements for the current period and year-to-date.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

16. STOP PAYMENT ORDERS -

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. This may result in a fee according to our Fee Schedule.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

b. Duration of Order. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires. If the stop payment request is made orally, we may require written authorization be received within fourteen days of the oral request or the oral stop payment order may cease to be binding.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Fee Schedule.

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future, even an account on which you are a joint owner. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any IRA or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Fee Schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or if deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal

Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may close your account and return the balance to you, less any applicable service fees.

25. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint multiple party accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 60 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of electronic signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

26. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Fee Schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

27. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by signing a new Account Card.

28. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft transfer source and/or Pay Privilege service; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint multiple party account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

30. DEATH OR INCOMPETENCE OF ACCOUNT OWNER. You agree to notify us promptly if any account owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis. We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of an owner's death or incompetency. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased or incompetent owner for a period of ten days after the owner's death or declared incompetence unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. When we receive a notice that an owner has died or been declared incompetent, we may place an administrative hold on your account balances and refuse to accept deposits or permit withdrawals. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetency, as well as who is entitled to the funds. If an account owner authorizes any transaction, but it is not presented for payment until after that owner dies, we are authorized to pay the transaction. We may require anyone claiming funds from an account of a deceased or incompetent owner to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. If you owe us a debt at the time of your death, we are authorized to exercise our right of offset (our right to apply funds in one account to a debt associated with another account) against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a payable on death payee or a beneficiary has rights to the account. If a deposit—including payroll, pension, Social Security and Supplemental Security Income (SSI)—payable to the deceased owner is credited to the account after the date of the deceased owner died, we may debit the account for the deposit and return it to the payer.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

32. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

33. 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 post judgment collection actions

34. GOVERNING LAW - Except as provided in the Arbitration Provision below, this Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse rules, and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Texas. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

35. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

36. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including video and telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

37. ARBITRATION -

a. You and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to your accounts, any products or services we have provided or offered to you, or any aspect of your relationship with us. If that cannot be done, you and we agree that any claim or dispute between us ("Claim") that is filed or initiated after the Effective Date (as defined below) of this Arbitration provision, even if the Claim arose prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claim is in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any credit union branch upon request. In the event of a conflict between the Rules and this Arbitration provision, this Arbitration provision shall supersede the conflicting Rules only to the extent of the inconsistency.

AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act as set forth in Title 9 of the US. Code to the fullest extent possible, notwithstanding any state law to the contrary and regardless of the origin or nature of the Claim. You acknowledge that this Arbitration provision does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local government agency or entity, nor does it prevent such agency or entity seeking relief on your behalf. This Arbitration provision shall not apply to Claims that are initiated in or transferred to small claims court, that arise out of a consumer credit transaction secured by a dwelling, that arises out of a loan to a "Covered Borrower" as defined by the Military Lending Act, or Claims that arise out of or relate to any secured or unsecured loan made by us where the original principal amount of the loan is more than \$20,000.

b. **SELECTION OF ARBITRATOR.** The neutral arbitrator shall be selected in accordance with the Rules, and shall have experience and knowledge in financial transactions. If AAA is unavailable to resolve the Claim, and if you and we do not agree on a substitute, then you can select the appropriate forum for the Claim.

c. **EFFECTIVE DATE.** This Arbitration provision is effective when it is provided to you with your Membership, Account, and Arbitration Agreement.

d. **ARBITRATION PROCEEDINGS.** Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and typically less expensive than going to court. The arbitration shall be conducted in Texas. The arbitrator can award the same remedies including damages, injunctive relief and other remedies that a court can award. Discovery will be available for non-privileged information just like in court. Any defenses that would apply to a Claim if it was brought in a court of law shall apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Arbitration provision shall be deemed the commencement of an action for such purposes. The Arbitrator shall be required to follow the law in rendering an award. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes and except for errors of law, the arbitrator's award is not subject to review by the court and it cannot be appealed. Any determination as to whether this Arbitration provision is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration. However, only the Court shall decide the enforceability of the Class Action waiver provided for below. Nothing contained in this Arbitration provision shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or sequestration order, or any other pre-judgment remedies.

e. **CLASS ACTION WAIVER.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

f. **COSTS AND ATTORNEYS' FEES.** We will pay for any filing, administration, and arbitrator fees as imposed on you by AAA. However, you will be responsible for your attorneys' fees. The arbitrator shall be entitled to award the prevailing party in the arbitration his/her/its attorneys' fees and costs of suit only if and then to the extent fees and costs are otherwise recoverable by contract or statute.

g. **SEVERABILITY.** In the event that the CLASS ACTION WAIVER in this Arbitration provision is found to be unenforceable for any reason, then the remainder of the arbitration provision shall be unenforceable. If any provision in this Arbitration provision, other than the CLASS ACTION WAIVER, is found to be unenforceable, then the remaining provisions shall remain enforceable.

h. **SURVIVAL.** This Arbitration provision shall survive termination of the Agreement, even if your accounts with us are closed.

38. LIMITATION OF TIME TO COMMENCE ACTION - Any action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account(s) or any product or service provided by the credit union must be commenced within one year after the cause of action accrues.

39. CONSENT TO CONTACT - You agree we and our third-party agents and debt collectors may contact you by telephone or text message at any telephone number associated with your account, including cellular telephone numbers that could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and use of an automatic dialing device. You may withdraw the consent to be contacted on your cellular telephone number(s) at any time by email to accountresolutions@mofcu.org, by written notice to us at, ATTN: Account Resolutions Department, 3535 Calder Avenue, Suite 200, Beaumont, Texas 77706, via phone at (409) 924-5212, or by any other reasonable means. If you have provided a cellular telephone number(s) on or in connection with an application, you represent and agree you are the wireless subscriber or customary user with respect to the cellular telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the cellular telephone number(s) for which you are providing your consent to be contacted.

In order to help mitigate financial harm to you and your account, we may contact you on any telephone number associated with your account, including a cellular telephone number, to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.