

Mobility Disclaimer

Online Banking Access Agreement and Disclosure Statement

This Agreement states the terms and conditions that apply to the First Community Credit Union Online Banking Services, including our mobile banking Services (collectively, the "Services"). Except as provided in this Agreement or in any other agreement, this Agreement is in addition to any other agreements that apply to your Accounts and any other services you obtain from us. In the event of a conflict or any inconsistency between this Agreement and any other agreements you have with us, the terms of the other agreements will prevail unless this Agreement specifically provides otherwise. Certain terms of this Agreement apply only to consumer users of the Services and are designated accordingly in the Agreement. Other terms of this Agreement apply only to business Accounts and are located at the end of this Agreement. Additionally, if you request the My Money Map Account Aggregation Service, use of that Service is governed by the My Money Map Account Aggregation Agreement and Disclosure Statement, which appears at the end of this Agreement. This Service includes analyzing your personal finances through the Account information you provide, and the impact of various strategies on them.

A Service may be subject to additional agreements and terms, conditions, and instructions provided or made available when you request the Service. You agree to follow all of our instructions and procedures for each of the Services you request and use, all as amended from time to time.

Explanation of Certain Terms

"We," "us," "our," and "Credit Union" mean First Community Credit Union.

"You" and "your" mean an individual person (whether for a consumer or business purpose) or a business entity ("Company") that we permit to use the Services, subject to the terms of this Agreement.

"Company Representative" means, if you are a business entity, any authorized signer on Company's Accounts and any additional persons we reasonably believe, in accordance with our security procedures, to be authorized to act on Company's behalf in connection with Company's Accounts.

"Internet-enable" means to enable the Services that allow you to obtain information and perform transactions we make available for your qualifying Accounts over the Internet by use of a personal computer or other device and/or any other means we authorize or allow.

"Online Banking" means the Services provided under this Agreement, which allow you to access information about your Internet-enabled Accounts, transfer funds between qualifying Accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service. The bill payment service is subject to a separate agreement.

"Online" means through the Internet by use of a personal computer or other screen-based electronic device.

"Account" means a qualifying deposit, loan or other Account for which transactions may be performed using our Online Banking service.

"Consumer Account" means an Account established primarily for personal, family, or household use.

"Business Account" means an Account that is not a consumer Account.

"Access codes" include the member identification number, log-in, password and any other means of access to our Online Banking Service we establish or provide for you.

Access Codes

To use our Online Banking Services, you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your Accounts. Anyone to whom you give your access codes will have full access and authority with respect to your Accounts, even if you attempt to limit that person's authority. Additionally, that person will have full access to any of your other Accounts which are accessed by those access codes, even if those Accounts are in your name with another person.

None of our employees or employees of our affiliates will contact you via phone, e-mail, or text messaging requesting your access codes or information about your Accounts. If you are contacted by anyone requesting this information, do not provide any information and please contact us immediately at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

Protecting Your Personal Information

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with Account information may allow unauthorized access to your Accounts. You should treat personal identification information with the same level of care that you would for your Account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking Services. You agree to maintain up-to-date anti-viral software on your computers and other devices you use to access the Services.

Wireless Security

You understand that wireless communications may not be encrypted and that there are risks in accessing the Services with wireless devices. Subject to applicable law, you expressly agree to assume all such risks. Wireless communications may not be confidential or secure. Accordingly, you agree to exercise precautions to safeguard your wireless devices, your identity, your Accounts, and your Account information. You agree never to provide your personal information or Account information to any person or through any wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to applicable law. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the Credit Union. You agree to notify us immediately if your wireless device is lost, stolen, or destroyed or if you change your telephone number, email address, or other contact information. If you fail to exercise reasonable care to protect your identity and safeguard your wireless devices and your Accounts, we will not be liable, subject to applicable law.

Software License

We may provide software in connection with some of the Services ("Software"). You acknowledge that the Software is the property of the Credit Union or its licensors and is protected by copyright law. The Credit Union grants to you a limited, personal, non-exclusive, non-transferable license to download and install the Software solely to access and use the services, subject to the terms of this Agreement and any future amendments. You acknowledge that all right, title and interest in the Software is owned and retained by the Credit Union or its licensors and that the software is not sold to you. Your rights to the Software are strictly limited by this Agreement, and the Credit Union and its licensors reserve all rights not expressly granted herein. You may not, nor may you permit any third party to: (a) sublicense, rent, lease, transfer, sell, or redistribute the Software or any portion thereof, (b) reverse engineer, decompile, disassemble, modify, create derivative works of, or attempt to derive the source code of the Software or any portion thereof, or (c) use the Software or any portion thereof in any manner prohibited under this Agreement.

Prohibited Uses. You may not use the Services or the Software in any manner that violates this Agreement, the rights of a third party, or applicable law. Prohibited uses include, without limitation, uses that (a) infringe or violate the privacy or proprietary rights of the Credit Union or a third party, (b) interfere with or disrupt use of the Services by other users, (c) interfere with or disrupt one or more computer networks connected to the Services, (d) involve fraudulent or other illegal transactions or activity, including but not limited to false, misleading, or deceptive acts, and (e) access or attempt to access any computer systems or parts thereof not expressly authorized by this Agreement. In addition, you may not use the Services from any location where the content provided by the Services or use of the Services is illegal, and you assume all responsibility and risk of loss if you do so. You acknowledge that the Software may be subject to U.S. export controls and other trade and use restrictions, and you agree to comply with all provisions of U.S. law and other applicable law.

You are responsible for acquiring and maintaining any required computer hardware, software, and other equipment necessary to access the Services. You must have an Internet access plan and/or a wireless service plan to access the Services, and you are responsible for all costs, fees, and expenses related to your Internet access and service plans, including without limitation, data charges and fees. The Services may not be available through some networks or in all locations.

Qualifying Accounts

We will tell you which of your Accounts qualify for our Online Banking Services. Not all Accounts are eligible. Any Account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying Account.

How to Use Our Online Banking Services

Please refer to the online help and instructions on our website at FCCU.org on how to use our Online Banking Services. These instructions are part of this Agreement.

Types of Online Banking Services

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

Transfer funds between qualifying Accounts;

Obtain information that we make available about qualifying Accounts; and

Obtain other services or perform other transactions that we allow.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount. See the terms below for information on how to stop preauthorized recurring transfers.

Consumer Online Wire and ACH Transfers

Consumer online wire transfers are subject to the wire transfer terms of the Consumer Deposit Agreement and our policies and procedures, including without limitation:

1. Only U.S. domestic wire and ACH transfers will be accepted through Online Banking. Contact the credit union directly to send international wire transfers.

2. In order to protect your account(s), the credit union reserves the right to refuse to accept any wire transfer request.
3. You agree that we may verify the authenticity of your wire transfer requests through our security procedures in place at the time of the payment order, which procedures may include, without limitation, callback procedures, use of identifying words and numbers, multi-factor authentication, or similar security devices. These security procedures may vary based on the dollar amount of the transaction. You agree that these security procedures are commercially reasonable in view of your particular circumstances. We will not be liable for refusing a wire transfer request if we believe in good faith that is not authentic.
4. We may rely upon any identifying account number and routing number information you provide to us, and we are not responsible for verifying the accuracy of that information. You acknowledge that wire transfers are processed by financial institutions based on the account number and routing number alone, even if those numbers do not correspond with the named beneficiary or beneficiary financial institution. ACCORDINGLY, YOU MUST BE CERTAIN THAT THE BENEFICIARY ACCOUNT NUMBER AND FINANCIAL INSTITUTION ROUTING NUMBER PROVIDED TO US ARE ACCURATE.
5. Wire transfers may not be processed or may be delayed due to factors outside of our control, such as legal or regulatory constraints, fire, flood, or other events that prevent us from making the transfer, despite reasonable precautions that we have taken. We will promptly notify you if there is any failure or delay in processing a wire transfer transaction.
6. Once sent, wire transfers may not be revoked or modified, and we are not responsible if we are unable to recover any funds sent by wire transfer.
7. We are not liable for the acts or omissions of any other party involved in the processing of a wire transfer transaction, even if the party is our agent. We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions. In no event, however, will be liable for any special, indirect, exemplary, or consequential damages of any kind. We will not be liable, and we are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within 60 days of our mailing or delivery of the Account statement on which the error first appeared.

The terms of this Agreement also apply to consumer online wire transfers, except that the terms of this Agreement for Our Liability for Failure to Complete Transfers from Consumer Accounts, Your Liability for Unauthorized Transactions from Consumer Accounts, and In Case of Errors and Questions about Transactions Involving Consumer Accounts do not apply to online wire transfers. The other terms of this Agreement provided pursuant to the Electronic Fund Transfers Act and Regulation E are provided for informational purposes only with respect to online wire transfers and are not intended to extend coverage of the Act or Regulation to online wire transfers. Refer to the Consumer Deposit Agreement for additional terms concerning your rights and responsibilities with respect to wire transfers.

Limits on Online Funds Transfers

You must have enough available money or credit in any Account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking Services. We also reserve the right to limit or suspend access to our Online Banking Services as we deem necessary and appropriate. We may also limit access from countries other than from the United States of America.

When Online Funds Transfers are Made

External Transfers

External Transfers refers to a transfer from or to another financial institution. These transfers may not be final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers. Transfers submitted by 3pm CST on a business day will be processed on that business day. After 3pm CST or on a non-business day the transfer will be completed the next business day.

Internal Transfers

Internal Transfers are processed real time. This means each transfer will be posted to any Account with us from which it is made, and to any other Account with us that is involved in the transaction, on the business day on which the transfer is made. Transfers made by 10pm CST on a business day will be dated for the same day. After 10pm CST the transaction is processed immediately; however, it is dated for the next business day. The only exception to this is when the Online system is down for service or updates. In this instance, the transaction will be processed in batch mode when the system comes back online.

Information you obtain about your Accounts using our Online Banking service may not reflect transactions that have not yet been posted to your Accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a consumer Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by our error. However, there are exceptions. We will NOT be liable, for instance:

If, through no fault of ours, you do not have enough available money in the Account from which a transfer is to be made, or if the Account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.

If any transfer would go over the credit limit of any Account.

If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

If you have not given us complete, correct or current Account numbers or other identifying information so that we can properly credit your Account or otherwise complete the transaction.

If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

If you do not instruct us soon enough for your transfer to be received and credited.

If the money in the Account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.

If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

There may be other exceptions stated in our other agreements with you.

Investments in Digital Assets

Investments in cryptocurrencies or digital assets are speculative investments that involve high degrees of risk, including a partial or total loss of invested funds. Investments in this area are not suitable for any investor that cannot afford loss of the entire investment.

DIGITAL ASSET INVESTMENTS SUCH AS DIGITAL CURRENCIES MAY BE SUBJECT TO LEGISLATIVE AND REGULATORY CHANGES OR ACTIONS AT THE STATE, FEDERAL OR INTERNATIONAL LEVEL WHICH MAY ADVERSELY AFFECT THE USE, TRANSFER, EXCHANGE, AND VALUE OF DIGITAL/CRYPTO ASSETS. Depending on its characteristics, a digital asset may be considered a “security” under the federal securities laws. The test for determining whether a particular digital asset is a “security” is complex and difficult to apply, and the outcome is difficult to predict. Accordingly, digital assets and exchanges are not regulated with the same controls or customer protections available in equity, option, futures, or foreign exchange investing.

Digital assets are not credit union deposits, nor are they backed or guaranteed by First Community Credit Union, or any of its affiliates, and are not issued by, insured by, guaranteed by, or obligations of the Federal Deposit Insurance Corporation (FDIC), The National Credit Union Share Insurance Fund (NCUSIF), The Securities Investor Protection Corporation (SIPC), or any other insurer, including against theft, fraud or cyberattack. Securities and digital assets involve investment risks, including possible loss of principal.

Funds held in a NYDIG bitcoin account are in the control of that entity, outside the credit union’s custody and control and are not treated as funds on deposit with FCCU. As such they are not in the user's deposit/share account. Any garnishment/levy on the deposit/share account would not extend to the bitcoin account and will not be disclosed to the requestor. However, if bitcoin is converted into U.S. dollars and deposited into your FCCU account(s), those funds are subject to garnishment. In the event FCCU receives a garnishment/levy request, FCCU will request a freeze of the account with NYDIG.

Garnishment

Funds held in a NYDIG bitcoin account are in the control of that entity, outside the credit union’s custody and control and are not treated as funds on deposit with FCCU. As such they are not in the user's deposit/share account. Any garnishment/levy on the deposit/share account would not extend to the bitcoin account and will not be disclosed to the requestor. However, if bitcoin is converted into U.S. dollars and deposited into your FCCU account(s), those funds are subject to garnishment. In the event FCCU receives a garnishment/levy request, FCCU will request a freeze the account with NYDIG.

Business Days

Our Online Banking Services are generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Federal Holidays are not business days.

The Services may be inaccessible for brief periods each week for system maintenance and other necessary downtime. We will attempt to limit interruptions to the Services, but we are not responsible for failure to provide the Services due to system maintenance, other necessary downtime, or any unforeseen acts or circumstances outside of our control.

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking Services no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at:

Member Services

281.856.5300

Mailing Address:

First Community Credit Union
PO Box 840129
Houston, TX 77284-0129

Or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper or use the online form and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer Account as described above, and we do not do so, we will be liable for your losses or damages to the extent provided in this Agreement.

Statements

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the Accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information. For Consumer Accounts, see the section below entitled In Case of Errors or Questions About Transactions Involving Consumer Accounts for more information.

Online Banking Fees

There is no fee for our Online Banking Services.

Disclosure of Information to Others

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

Your Liability for Authorized Transactions

You are liable for all transactions that you make or authorize and all transactions by any person to whom you have provided your access codes, even if the person you have authorized exceeds their authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such

person. You have immediate access to update your login credentials at any time. Log in to Online Banking, select the Preferences tab and then the Security option.

Notify us IMMEDIATELY for Unauthorized Transactions

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your Account (plus your maximum overdraft line of credit, if applicable).

You may call or write:

Member Services

281.856.5300

Mailing Address:

First Community Credit Union
PO Box 840129
Houston, TX 77284-0129

If we provide you with another electronic means of notifying us for this specific purpose, you may also use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

Your Liability for Unauthorized Transactions From Consumer Accounts

This section applies only to transactions from consumer Accounts.

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer Account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer Account shows transfers covered by this Agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or provided electronically if you've selected such method, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Transfers Involving Insufficient Funds

You agree that your use of the Services shall be subject to the Overdraft Transfer and Overdraft Privilege terms as set forth in our Deposit Agreement. If you instruct us to make a transfer and you do not have a sufficient balance in the Account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in Accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the Account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other eligible Account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the Account from which you made, or attempted to make, the transfer.

No Warranty

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET OR WIRELESS SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

Limitation of Liability

We and our service providers are not responsible for any loss, damage, or injury, whether caused by your equipment, your software, or any technical or editorial errors or omissions in any material provided to you in connection with the Services. If we do not complete a transfer you have requested, we MAY BE liable TO YOU, BUT only TO THE EXTENT REQUIRED BY APPLICABLE LAW. We will not be responsible for any indirect, incidental, exemplary, special, punitive or consequential losses or damages arising in any way out of the use or maintenance of your equipment, software, or the Services UNLESS THE LAW REQUIRES.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Credit Union, its service providers, and their respective directors, officers, employees and agents from and against all costs, claims, damages, liabilities, and expenses (including attorney's fees) arising out of or related to your ACCESS TO OR use of the Services or if you violate this agreement. The Credit Union and its service providers will not be liable for any system or service outage, and to the extent allowable by law, you will hold Credit Union and service providers harmless if you are unable to access your assets during an outage.

In Case of Errors or Questions About Transactions Involving Consumer Accounts

This section applies only to transactions covered by this Agreement and that involve consumer Accounts.

You may call or write:

Member Services

281.856.5300

Mailing Address:

First Community Credit Union

PO Box 840129

Houston, TX 77284-0129

As soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and Account number (if any).

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and 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 so that we receive it within 10 business days.

We will determine whether an error occurred within 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 provisionally credit your Account within 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 10 business days, we are not required to provisionally credit your Account.

For errors involving new Accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to provisionally credit your Account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your Account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Changing Terms and Terminating This Agreement

This Agreement will stay in effect until it is changed or terminated.

We have the right to terminate this Agreement or a Service or suspend any one or more of the Services at any time. We will ordinarily send you notice of any termination or suspension, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement or suspend a Service, no further or pending transfers will be made with respect to this Agreement or the Service, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. You will be responsible for making alternate payment arrangements for any pending transfers or rescheduling the transfers if the Service is later reinstated and the transfers can still be scheduled. We may routinely terminate the Online Banking Services for members that have not used the Services within the first 30 days after activation or if the Services have been inactive for a year.

We also have the right to make changes, additions, or deletions to the terms in this Agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. We can terminate a Service or a third-party vendor's service at any time. If we cancel access to a Service or a third-party vendor's service, you assume the risk of loss (i.e. loss in value of a cryptocurrency asset). You are responsible for your own tax planning.

You may terminate this Agreement at any time by notifying us in writing. However, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Additional Services

We may introduce new Services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using new Services when they become available, you acknowledge and agree that those Services are governed by this Agreement and any additional terms we may provide to you.

Waivers

No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

Notices and Communications

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

Recording

You agree that we may tape record any telephone conversations you have with us regarding the Services covered by this Agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

Attorney's Fees

If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

Law That Applies

Regardless of where you live or work or where you access our Online Banking Services, this Agreement is subject to the federal law of the United States of America and the internal law of the State of Texas. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

Severability

If any provision of this Agreement is determined to be invalid, against public policy, or otherwise unenforceable, such provision shall be deemed to be restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect.

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:

Please note: Limited services are available

Company Representative If You Are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a Company Representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each Company Representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Online Banking Services.

Each person using your access codes will have the ability to:

Make transfers from qualifying Accounts, regardless of the dollar amount of the transaction, but subject to the transfer limitations in this Agreement.

Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any Accounts that are accessed.

Obtain information that we make available about qualifying Accounts.

Obtain other services or perform other transactions that we authorize or allow.

Allow anyone else to use those access codes to make transfers or obtain information or other services.

Your Liability for Transactions From Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds their authority. If you or a Company Representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You will be liable for all transactions that occur before we have received your notification and have had a reasonable time to act on it. You can terminate granted access codes yourself in the Preferences section of Online Banking. You may call a branch representative for assistance with terminating an authorized user or a Company Representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking Services is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

Is not a Company Representative.

Exceeds their authority granted by any Company Representative.

Does not have authority.

Has had his/her authority changed or revoked.

Is an imposter or a thief.

You agree to be liable all transactions from any Business Account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate Company Representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking Services.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all Account statements and any confirmations of transfers which we or other financial institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

You may call or write:

Member Services

281.856.5300

Mailing Address:

First Community Credit Union

PO Box 840129

Houston, TX 77284-0129

As soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement.

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this Agreement or the Services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

Other Services

We may provide you other Services through our Online Banking platform which are not covered under this Agreement. These services will have a separate agreement with specific terms and conditions.

Security Procedures

By entering into this Agreement and using our Online Banking Services to perform transactions for Business Accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this Agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this Agreement and in other written procedures we may provide to you.

You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and Services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors. Nor shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS
PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS

Signatures

By performing any of the following actions, you agree to be bound by this Agreement (to the extent applicable as provided in this Agreement) and any additional terms, conditions, or instructions provided to you in connection with a Service:

Using our Online Banking Services to perform any transactions.

Physically signing this Agreement.

Causing your company representative to physically sign this Agreement, if you are a business entity.

Completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

Your electronic consent or use of our Online Banking Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized Company Representative.

Your physical signature, electronic consent, or use of our Online Banking Services is also your acknowledgement that you have received a copy of this Agreement in paper form, or if you have provided a separate electronic consent, in electronic form, and any additional terms, conditions, and instructions provided in connection with a Service. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please contact us by calling or writing:

Member Services

281.856.5300

Mailing Address:

First Community Credit Union
PO Box 840129
Houston, TX 77284-0129

First Community Credit Union My Money Map Account Aggregation Agreement and Disclosure Statement

Welcome to First Community Credit Union's My Money Map Account Aggregation Service

("Service"). Use of this Service constitutes acceptance of terms and conditions set forth in this Agreement. The Deposit Agreement for First Community Credit Union and the First Community Credit Union Online Banking Access Agreement and Disclosure Statement are incorporated into this Agreement. All of these agreements may be jointly and/or independently amended from time to time. If there is any inconsistency between these agreements, the terms of this Agreement shall control to the extent of the inconsistency.

This Agreement governs the use of the Credit Union's financial management tool described herein ("My Money Map" or the "Service"), which is offered by and through First Community Credit Union ("Credit Union," "we," "us," and "our"), to each consumer or business entity whose application (the "Application") for the Service is approved and to any persons authorized to access the Online Banking Service or this Service (collectively, the "Services") by any such consumer or business entity. Each reference in this Agreement to "you" or "your" means each consumer and business entity, including a sole proprietor that submits the Application for the Service. For consumers, "you" and "your" additionally refer to any joint Account holders and other persons authorized to access the Services, both jointly and severally. For business entities, "you" and "your" additionally refer to all authorized Account signers and any other persons authorized to access the Services. Please read this Agreement carefully and keep a copy for your records.

With our fully interactive on-line Service, you may monitor any of your financial account relationships at the Credit Union or at another financial institution, all such accounts referred to in this Agreement as "Accounts," assuming, of course, that the financial institution has the ability to and permits you to release your financial information to My Money Map and the Credit Union.

Information Authorization

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or the financial institutions holding your Accounts, are not using our Service in violation of law, including but not limited to, laws and regulations designed to prevent "money laundering."

The Credit Union reserves the right, in its sole discretion, to determine if you are eligible and approved for this Service. If you are approved for the Service, we shall verify the Accounts that you add to the Service. You authorize us to validate the Accounts.

Once the validation is complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account. You agree to cooperate with us to verify your Accounts.

User Content

By submitting or allowing content to be provided to us, you represent that you have the right to share such content with us for the purposes set forth in this Agreement. Please see Section 6 below and refer to our privacy policy located on our website for information about our privacy practices.

Accounts

You understand and agree that, at all times your relationship with each third-party Account provider is independent of your relationship with us and your use of the Service. We will not be liable or responsible for any acts or omissions by a third-party financial institution or other provider of any Account, including without limitation any modification, interruption, or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICE FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES, AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS, OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (3) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (4) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of Accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other Account types. We are not responsible for any costs or losses you incur from the provider of your Account or those imposed by applicable law.

- Electronic Communications
- General Consent; Categories of Records. The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

This Agreement and any amendments, modifications or supplements to it.

Your records of funds transfers and other transactions through the Service, including without limitation, confirmations of individual transactions.

Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation, those required by federal or state law.

Any Member Service communications, including, without limitation, communications with respect to claims of error or unauthorized use of the Service.

Any other communication related to the Service.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. Except as provided in this Agreement or any other agreement we have with you, all Communications in either electronic or paper format are considered to be in writing. You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

How to Update Your Records. You agree to promptly update your registration records with us if your e-mail address or other information changes within My Money Map in addition to the main Online Banking system.

Privacy Policy and Confidentiality

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "content" or "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our web site. We have multiple levels of security that have been designed especially for us.

Business Days

The Service will monitor transactions on business days. Business days are Monday through Friday except for Federal Holidays.

1. Authorization and Limitations
2. Authorization
You authorize us to access your personal financial information for each Account you request to include in the Service.
3. Suspension and Reinstatement of the Service

In the event that we at any time incur or suspect a problem with your use of the Service, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the Service by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to certain additional restrictions. Based upon your subsequent usage of the Service, we at our sole discretion may thereafter restore your ability to use the Service without the additional restrictions.

Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account-information or instruction, but you acknowledge and agree that the Credit Union shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or misinformation in the information or instructions that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Proprietary Rights

You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the Service.

No Unlawful or Prohibited Use

As a condition of using the Service, you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and

enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Security Procedures

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, you authorize us to provide to such financial institution such information as may be required to verify the instructions, and you agree that our actions on your behalf constitute a valid security procedure under the rules governing such Account.

Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these Communications.

Account Number Policy

If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers and your data will be pulled based on the account number provided by you.

Means of Transfer

You authorize us to select any means we deem suitable to provide your instructions to the applicable financial institution. These choices include banking channels, electronic means, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable systems, such as the automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA).

Our Liability

If we fail to provide the Service in accordance with the terms and conditions of this agreement, we shall be responsible for correcting improper Account information. We are not responsible or liable for incomplete, incorrect, failed or late Account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no other event be liable for any losses, fees, overdraft charges or damages.

You agree that your use of the Service constitutes authorization for us to obtain information related to your Accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if, you suffer a loss based on the accuracy of information provided to you through this Service.

You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond a party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war, or other

hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED AS-IS AND "AS AVAILABLE." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OF COMMUNICATIONS OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS, OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

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 THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless the Credit Union, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising directly or indirectly from: (a) your access to or use of the Service; (b) our reliance on the information, instruction, license, and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via the Credit Union's Online Banking Service or this Service; and/or (e) your infringement, or infringement by any other user of your Account(s) at our web site, of any intellectual property or other right of any person or entity.

Virus Protection

You agree to maintain up-to-date anti-viral software on your computers and other devices you use to access the Services. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We encourage our members to routinely scan their PC and data storage devices using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Termination

You may terminate the use of this Service by notifying us in writing. If your account is closed or restricted for any reason, Online Banking accessibility will automatically terminate. FCCU may terminate this agreement any time with or without notice.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. To the extent permitted by applicable law, venue for the resolution of any disputes under this Agreement shall be in Harris County, Texas. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement shall take effect immediately upon the acceptance of your Application for the Service by us.

Third-Party Beneficiaries

Except as provided herein, this Agreement is for the sole and exclusive benefit of the parties to this Agreement is not intended to benefit or protect any third party. You and the Credit Union acknowledge and agree that any party that licenses the Software to the Credit Union, directly or indirectly through one or more sub-licensees, is an intended third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

Entire Agreement

This Agreement shall be binding upon you and the Credit Union and both parties' respective successors and permissible assigns. In the event of any inconsistency between this Agreement, any instructions, policies, or procedures for this Service, and any other Agreement you have with us, this Agreement and the instructions, policies, and procedures applicable to this Service will govern.

Miscellaneous

You agree that our rights and remedies arising out of any breach of your representations and warranties under this Agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire Agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. Notwithstanding the foregoing, any instructions, policies, or procedures provided or made available to you in connection with this Service are also a part of this Agreement and are not superseded by this Agreement. This Agreement may be amended, or any of our rights waived, only if we agree in

writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by us. All notices between you and us shall be in writing and shall be made either via conventional mail or messages delivered through the Online Banking Services. Regardless of your receipt of email notification, you agree that our posting of any amendment to this Agreement on the Online Banking Web site constitutes delivery of an amendment notice.

We may assign this Agreement to any affiliate, parent, or other company. We may also assign or delegate certain of the rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

You may not assign any of your rights under this Agreement, except with our prior written consent. You are prohibited from any and all assignments of rights under this Agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. You may not delegate any performance under this Agreement. Any purported assignment or delegation of any rights of performance by you are in violation of this Agreement and are void.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may add to, amend, or cancel any provision of this Agreement or charge by disclosing the change in writing or electronically, and, at our option, by sending notification to the e-mail address recorded during your Online Banking enrollment. You may choose to accept or decline amendments, cancellations, or changes by continuing or discontinuing the Accounts or services to which these changes relate, at your option. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.