

# Digital Banking Terms of Services Disclosure

## Introduction:

This page explains the terms and conditions for using our Digital Banking Service and provides certain disclosures and information to you concerning the service. Each of your accounts at Lone Star Credit Union (LSCU) is also governed by the applicable account disclosures/agreement and Truth in Savings disclosure you received when you opened your account.

## Definitions

- "Account" or "Accounts" refers to any account(s) that may be debited or credited with funds under these Terms of Use or any Lone Star CU checking, savings, loan, share certificates and other Lone Star CU products and services that can be accessed through the Online Service.
- "Credit Union" means LSCU
- "Device" means any computer such as a PC, MAC, iPad, Tablet, or any cellular telephone, smartphone, or similar wireless communication device onto which you have downloaded software provided by us, or which allows SMS text communications, for the purpose of conducting business with us. Your wireless carrier may assess you fees for data or text messaging services. Please consult your plan or provider for details.
- "External Transfer" allows a Sender to send funds to Recipient.
- "External Transfer Service Provider" is Lone Star Credit Union a company that arranges for person-to-person payments to customers of any U.S. financial institution.
- "Recipient" means the cardholder to whom the Sender transfers funds.
- "Sender" is the Credit Union account holder that transfers funds to another person through the Service.
- 'Online Services' means any banking and/or communication services initiated between you and us using a Device. 'You' and 'Your(s)' mean each person with authorized access to your Account(s) who applies and uses the Digital Banking Service. 'We', 'Us', and 'Credit Union' means Lone Star CU.
- "Service" means the External Transfer services provided by LSCU
- "Site" is the Service Provider's electronic location accessed by a user through a mobile phone, computer or other access device.
- "Transfer" means an electronic movement of funds from an account at LSCU to an account of another party by means of the Service.
- "Transfer Instructions" are the information that you provide when using the Service.
- "Us," "We," and "Our" means LSCU.
- "You" and "Your" means each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

## How to Access Your Accounts:

To access your accounts through our Digital Banking service, you must have your user ID and Digital Banking password. This information is requested when you enter our Digital Banking pages.

The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN and security codes confidential. For your protection we recommend that you change your Digital Banking access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify LSCU immediately at 800.588.6928 or 214.327.9367.

You cannot use email to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via email since we cannot be certain we are corresponding with

you. Please use the appropriate functions within our Digital Banking service, or call 800.588.6958, 214.327.9367 or visit the credit union for these functions.

## **Fees:**

There is currently no fee for accessing your account(s) through our Digital Banking service. We reserve the right to impose/change the fee amount, if necessary, after providing 30 days' notice to all users at the Digital Banking login page and/or email address you have provided.

Your Internet service provider (ISP) may charge you a fee to access the Internet via its server. We have no control over ISP related fees.

## **Available Services and Limitations:**

The following functions may be performed by Members through the service:

- Transfers: You may transfer funds between your LSCU savings or loan accounts (except holiday club, IRA and certificates) governed by the applicable account disclosures/agreement and Truth in Savings disclosure.
- Member to Member transfers: You may transfer funds to another LSCU Member account upon verification of the receiving Member's account information. Transfers made to another LSCU Member may not be reversed/refunded in the event of an erroneous transfer.
- Obtain a Line of Credit advance and have it deposited to your checking, savings, money market, or special savings account.
- Transfer funds from your LSCU account to accounts at other financial institutions.
- Account Balances: You may view your LSCU savings and loan account balances. There may be drafts written against your balance, or other electronic items such as debit card transactions, that have not yet been presented to the credit union for payment. The information regarding your account balances on this website is provided to you as a courtesy pursuant to your request. For Members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. section 362.
- Transaction History: You may view the transaction history for any LSCU savings or loan account. The main credit union computer system is always the official record of account history.
- Download Transactions: You may download transactions in various formats (as available on our site) for import into personal financial software programs.
- Check Orders: You may reorder checks, view and/or order new check styles available through the credit union.
- Check Search: You may search for checks that have cleared your account.
- Open and fund additional LSCU accounts (except IRA, HSA and fiduciary accounts).
- Password Changes: If you are a Digital Banking user, you may change your password at any time. For your protection we recommend that you change your Digital Banking password regularly.
- Additional Services: From time to time, we will announce additional services which are available through our Digital Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.
  - o We reserve the right to limit access or cancel digital banking access at any time.
- Perform other transactions as permitted by the Digital Banking services

## **Business Day:**

Every day is a business day except Saturdays, Sundays, Federal Holidays and posted Credit Union holidays.

## **Automated Clearing House (ACH), Transfers, Person to Person, and other Electronic Payments:**

You may initiate or receive credits or debits to your account through ACH transfer. You agree that if you receive funds by ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit, or you will refund us the amount if we do not receive final settlement. When you initiate an ACH transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. LSCU (or other financial institutions) may rely on the account or other identifying number(s) as the proper identification even if it identifies as a different party. We may accept on your behalf, payments to your account that have been submitted through ACH Clearing House and that are subject to the Electronic Funds Transfer Act (Regulation E). Whenever an ACH is used as part of a transaction, the operating rules of National Automated Clearing House Association (NACHA) will be applicable to the ACH transactions involving your account.

### **ACH Origination Terms and Conditions: *(when initiating a transfer from another FI)***

I hereby authorize LSCU to initiate a debit in the amount and frequency specified from my account at the financial institution indicated, and to credit my LSCU account as indicated. I understand that if the date of the debit falls on a weekend, federal holiday or any posted credit union holiday, the debit will occur on the following business day. I authorize LSCU to electronically debit and or credit my account as directed by me or when necessary to correct an error. I understand that LSCU is not responsible for informing me of failed or incomplete transactions resulting from insufficient funds. I further understand that LSCU is not responsible for the payment of any fees incurred as a result of a failed or incomplete transaction. I understand that this authorization will remain in full force and effect until LSCU has received written notification from me of its termination in such time and in such manner as to allow LSCU and the financial institution a reasonable opportunity to respond. I understand ACH origination must comply with and be governed by the rules of the National Automated Clearing House Association (NACHA) and with the provisions or U.S. law. This agreement is in conjunction with LSCU's Electronic Funds Transfer disclosure. I acknowledge that I have received a copy of this authorization. LSCU has a right to terminate this authorization for any reason.

## **External Transfers**

These Terms of Use set forth the terms and conditions under which the External Transfer service is offered. The External Transfer service allows a Sender to transfer funds to a Recipient through electronic means.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. LSCU may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing. Any Account accessed through this service is also subject to the terms and conditions of your Membership and Account Agreement and Truth in Savings disclosure. You should review the Membership and Account Agreement and Truth in Savings disclosure carefully, as they may include transaction limitations and fees that might apply to the use of this service.

### **a) Description of Service and Consent**

LSCU account holders may send one-time Transfers to other LSCU Members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. You may register for the Service which will make future Transfers more convenient for you.

By participating in the Service, you are representing to the Credit Union that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are

using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the Transfers and represent to LSCU that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

#### b) Eligibility

Individuals aged 18 years and older with a LSCU account are eligible to use this Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive ACH transactions may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. The Credit Union does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to the Credit Union, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

#### c) Transfers

The Sender provides the Recipient's mobile phone number or email address and the Service uses this information to notify the Recipient. If the Sender and Recipient are both Credit Union Members enrolled in the Service, Transfers will be debited from the Sender's Account and reflected in the Recipient's Account. LSCU is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Credit Union or the third-party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Credit Union, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources. You authorize the Credit Union to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using ACH.

#### d) Sender Acknowledgment.

By using this Service you, as the Sender, authorize the sending of an email instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the text message and or email and acts upon the text message and or email you provide. Your

funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this External Transfer Service for any reason including attempting insufficient funded Transfers.

#### e) Recipient Acknowledgment

By using this Service, you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your account information that will be used to transfer funds to your Account. Funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that LSCU, the receiving financial institution may rely solely on the instructions you provide. If you enter inaccurate account information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service, you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended, then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, LSCU reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

#### f) Fees and Limitations on Transfers

The Credit Union may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; a separate fee may be charged for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account which we are authorized to transfer funds from. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

Federal regulation (Reg. D) requires financial institutions to limit the way withdrawals may be made from a savings account. Each transfer from a savings account using Online Services is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Disclosure of Account Terms.

#### g) Timing of Transfers

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email or text message and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

#### h) Issues Affecting the Posting of Transfers

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize LSCU to credit your Account using the ACH network.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. LSCU is not responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow an ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

#### **Stopping Payment for External transfers (account to account):**

You generally cannot stop payment on Digital Banking transfers once you initiate them. If the payment has already been withdrawn and you notify us immediately by calling us at 800.588.6928 or 214.327.9367, we may be able to stop the payment if we have not yet sent it to the payee. Once we have sent your payment, you must handle any problems, disputes or questions directly with the payee.

#### **Stop Payment Orders for Check or Draft:**

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 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.

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.

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.

Liability. Fees for stop payment orders are set forth in the Truth in Savings Disclosures or Schedule of Fees and Charges. 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 to you.

## **Operating Systems and Security:**

Our Digital Banking site is designed to operate using world wide web technologies and protocols which are adaptable to a wide range of systems. The Digital Banking section uses SSL encryption and requires a browser with a current (unexpired) Thawte Root CA Security Certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128-bit encryption, depending on the user's browser.

We use cookies to help us administer the Digital Banking section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our Digital Banking domain. A cookie cannot be used to extract data from your PC. We do not store your Access Code, User ID or Password in your cookie.

The cookie we set will 'time out' your access authority to our Digital Banking section. Until it times out, you can come back to our Digital Banking without logging in. After the time out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to exit the browser when you are finished with your session. The best way is to completely close out of the Internet entirely, so the next person to get on will have to start with a new connection and a new browser. This is especially important if you are using a public or shared computer.

## **Privacy:**

Our Digital Banking database is a private system operated for the exclusive use of our Members. We use SSL encryption and digital server authentication to ensure the privacy of your information when sending data between our Digital Banking server and your PC.

All Digital Banking logins are logged by the server. For authenticated Members who use Digital Banking, we collect and store certain information such as how often you visit the Digital Banking section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never, sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we determine necessary or as we are required by law.

## **Protecting Children's Online Privacy:**

We do not knowingly collect, nor is our Digital Banking site designed or directed to use personal information from children under the age of 13 without containing verifiable consent from their parents or legal guardians. Should a child whom we know to be under the age of 13 send personal information to us, we will only use that information to respond directly to that child, seeking parental/legal guardian consent or provide parental/legal guardian notice.

## **Liability for Unauthorized Transfers:**

Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within the Digital Banking section. Calling is the best way to notify us immediately. You

could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your password without your permission.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 kept you from telling us, we may extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

800.588.6928 or 214.327.9367

*or write:*

7508 Ferguson Rd., Dallas, TX 75228

### **Statements:**

All transactions generated by you through our Digital Banking service and any Digital Banking fees will appear on your monthly or quarterly statement.

### **Our Liability:**

If we do not complete a LSCU transfer to or from your account on time or in the correct amount according to our agreement/disclosures with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault or ours, you do not have enough money in your account to make the transfer.
- If the Digital Banking equipment or software was not working properly and you knew about the breakdown when you started the transfer; if circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions that we have taken.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the Digital Banking service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitation, any warranties of fitness for a particular purpose or warranties of merchantability.

### **Termination of Electronic Fund Transfer Services:**

You agree that we may terminate this Agreement and your electronic fund transfer services if you, or any authorized user of your Digital Banking services or password, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Digital Banking services may be terminated to those Members that cause a loss or if we believe a loss could be caused to LSCU.



## **Notices:**

LSCU reserves the right to change the terms and conditions upon which this service is offered. LSCU will mail or electronically deliver the notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing LSCU account and any future changes to those regulations.

## **Error and Questions:**

In case of errors or questions about your electronic transfers, telephone us at 800.588.6928 or 214.327.9367 or write us at 7508 Ferguson Road, Dallas, TX 75228 as soon as you can. We must hear from you no later than sixty (60) days after the statement was mailed to you. You will need to tell us:

- Your name and account number
- Why you believe there is an error and the dollar amount involved
- Approximately when the error took place

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the tenth (10<sup>th</sup>) business days, we may not credit your account during the investigation.

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

If you need more information about our error resolution procedures, call us at 800.588.6928 or 214.327.9367.

## **eAlerts:**

eAlerts delivered as a text message may incur a charge from your mobile service provider. You are responsible for any charges incurred. We are not responsible for undelivered or mis-directed alert messages.

LSCU Digital Banking alert service ("alerts") enables you to receive notices from time to time concerning information on your account(s).

By activating one or more of the notices offered by the alerts service, you agree to the following terms and conditions:

The alerts service allows you to request and receive electronic messages about your account at the credit union. We send alerts to you based upon the instructions you provide to us. Your instructions are neither reviewed nor verified by the credit union at any time prior to or following your activation of the alerts service. You hereby acknowledge and accept that each alert is sent to you without being encrypted and may include your name and financial information pertaining to your credit union account(s).

You may receive alerts through a text-enabled mobile phone, an e-mail account that is accessed via a personal computer, or both. It is your responsibility to determine if your mobile phone service provider supports text messages and your telephone can receive text messages. The credit union's alerts are subject to the terms and conditions of your agreement(s) with your mobile phone carrier and /or internet service provider. You are responsible for any fees by your mobile phone service and/or internet provider even if your use of the alerts causes those fees to change.

You acknowledge, agree and understand that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any alert. You agree to not hold the credit union, including its agents, employees, or volunteers, liable for any losses, damages or costs that may arise in whole or in part, from:

- A non-delivery, delayed delivery, or the misdirected delivery of any alert.
- Inaccurate or incomplete content in any alert; or
- Your reliance on or use of the information provided in any alert for any purpose.

The credit union provides this service as a convenience to you for information purposes only. An alert does not constitute an official record for the account to which it pertains. The credit union reserves the right to terminate its alerts service or begin charging a fee for such service at any time without prior notice to you. All provisions of any agreements or disclosures previously made pertaining to your credit union accounts remain in effect and are not superseded or amended by this agreement.

## **eStatements**

I request that LSCU send my periodic account statements and disclosures electronically for retrieval by me from within my LSCU Digital Banking session. I further request that LSCU discontinue sending me statements via postal mail service. I understand that current statement information will be available by the 5<sup>th</sup> day of each month. I may occasionally receive additional messages from the credit union. I have read and agreed to the LSCU Digital Banking Disclosures/Terms.

I am authorizing the credit union to electronically provide any and all documentation related to the various products and services that I may request. I can withdraw my consent for any services at any time, either by contacting the credit union electronically, in writing, or making changes through my Digital Banking session.

In addition to receiving my statements electronically, I may receive a paper statement by contacting one of the credit union offices. The fee per paper statement is consistent with the fee disclosed in the Truth in Savings Fee Schedule, which is available at any credit union office location or online.

I understand that the software and hardware necessary to view and print an electronic statement are listed below:

- You must be signed up as an authorized LSCU Digital Banking user
- Printer with ability to print Portable Document Format (PDF) files
- Adobe Acrobat Reader 4.0 (or higher) Software

## **Mobile Deposit Capture Terms of Service**

The mobile deposit capture services ("Services") are designed to allow you to make deposits to your eligible checking, savings, money market savings accounts, or loans from home or other remote locations by scanning checks and delivering the images and associated deposit information to Lone Star Credit Union or Lone Star Credit Union's designated processor. There is currently no charge for the Services. Lone Star Credit Union may use third party service providers to provide some or all of the Service under this Agreement and on behalf of the Credit Union.

Deposits to your Lone Star CU account may be made remotely using your smart phone device by submitting an image of the front and back of a check

The image of an item transmitted to LONE STAR CREDIT UNION using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI

(American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.)

A suitability review may be done for all new and existing members and this review may involve consideration of the member's length of membership, transaction activities, overdraft history, frequency and amount of direct deposit and overall relationship with the credit union.

Eligible Items for Deposit through Mobile Deposit Capture are 'checks' as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to us shall be deemed an 'item' within the meaning of Article 4 of the Uniform Commercial Code.

- Unacceptable Items for Deposit include:
- Checks or items drawn on a foreign bank
- Money orders
- Postal Money orders
- Travelers checks
- Checks payable to an individual not on the account
- An item drawn on your account at Lone Star CU
- An item that contains evidence of alteration
- A check previously converted to a 'substitute check', as defined in Regulation CC
- A stale dated (checks or items dated more than 6 months prior to the date of deposit) expired, or postdated item (checks or items dated with a future date)
- Any item that has been re-deposited or returned such as 'non-sufficient funds' or 'Refer to maker' or any other reason
- Cash
- Savings Bonds
- Checks or items that are incomplete
- Checks or items prohibited by LSCU current procedures relating to the services which otherwise not acceptable under the terms of your LSCU account.

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after Lone Star Credit Union receives payment for the funds submitted. Lone Star Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Lone Star Credit Union, in its sole discretion, deems relevant. Any dishonored item is subject to a fee according to the Credit Union fee schedule at the time of the returns. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items that we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Lone Star Credit Union that we have received and processed the image. Receipt of such confirmation does not mean that the transmission was error free or complete. Items transmitted by the Member and received by the Credit Union or its subcontractors by 5:00 p.m. Central Standard Time Monday through Friday, shall be credited to the Member's applicable account on the same Business Day. Items received by the Credit Union after 5:00 p.m. Central Standard Time on any business day shall be credit to the Member's applicable account on the next successive Business Day. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, Federal holidays, and posted Credit Union holidays.

We reserve the right to extend any hold placed in an emergency situation where there is a failure of communications or computer equipment and if we have any reason to believe an item will not be paid.

You agree that any items submitted for deposit using our Mobile Deposit Capture service include the following Endorsement, Retention and Disposal requirements:

- You agree to properly endorse the check on the back as it appears on the Payable to line and the words FOR MOBILE DEPOSIT ONLY LONE STAR CU are required
- You agree to securely store each original check that you deposit using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you safely destroy the original check
- You agree to never re-present a check for deposit
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks
- You promptly provide any retained check to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide us with the check requested, you will be liable for any unresolved claims by third parties.

We will send you electronic notification of transactions we are unable to process because of returned items. With respect to any item that you transmit to Lone Star Credit Union for mobile deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item to the account. We reserve the right to add, change, or delete the terms of this Agreement by providing notice to You. We may also add, change, or delete some functionalities or features of the Service to You at any time without notice to You. If You do not consent to a modification to this Agreement or Service, you must terminate the Service by notifying us in writing. This Agreement may not be amended unless we expressly agree to the amendment in writing. We reserve the right to terminate, suspend, or modify the Service at any time without notice to you.

## **Responsibilities**

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Digital Banking. You represent and agree that all information you provide to us in connection with any Digital Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using our services. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Device you will use to access Digital Services. You understand that you are solely responsible to verify that any items deposited using the Mobile Deposit Capture have been received by us.

## **Unavailability of Services**

You understand and agree that the services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in our Digital Services are unavailable, you acknowledge that you can get your account information, deposit an original check, or conduct other business at our branches or by mail.

## **Conduct**

You agree not to use Online Services or the content, or information delivered through any of our services, in any way that would be considered illegal.

## **Indemnification**

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Lone Star CU its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with our Online Services; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of any Online Services.

**USER WARRANTIES AND INDEMNIFICATION:** You warrant to Lone Star Credit Union that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- The drawer of the check has no defense against payment of the check.
- You will not transmit duplicate items.
- You will not deposit or represent the original items.
- You are authorized to enforce and obtain payment of the original check.
- All information You provide to Lone Star Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless, Lone Star Credit Union from any and all claims, actions, damages, liabilities, costs, and expenses and any loss or breach of this warranty provision. You understand and agree that this paragraph and all stipulations within shall survive the termination of this Agreement.

**DISCLAIMER OR WARRANTIES**

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

**LIMITED OF LIABILITY**

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

**COMPLIANCE WITH LAW**

You will use mobile deposit for lawful purposes and in compliance with applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.