

**InTouch Credit Union**  
**Terms, Conditions and Disclosures For**  
**Digital Banking**

**ACCOUNT ACCESS**

This agreement (hereafter the “Agreement”) establishes the terms and conditions of electronic access to your account(s) at InTouch Credit Union and describes the remote deposit services and electronic funds transfers that are available through the InTouch Credit Union Digital Banking system (collectively the “Services”). You will be bound by this Agreement when you enroll in Digital Banking or the first time you access your account(s) through the Digital Banking system. You accept all of the terms and conditions of this Agreement by using the Digital Banking system. **Please read it carefully and retain this agreement for your records.** This Agreement also contains your rights and responsibilities concerning transactions that you make through the Digital Banking system, including your rights under the Electronic Funds Transfer Act. To qualify for access to Digital Banking, you must be a Credit Union member and your accounts must be in good standing. Other conditions may apply. As used herein, the words “you”, “your”, and “yours” refer to the InTouch Credit Union member(s) entering into this Agreement jointly and severally. The words “we”, “us”, “our”, “ITCU” and “Credit Union” refer to InTouch Credit Union. Capitalized words not defined herein have the meaning set forth in the applicable agreement in which they are defined.

By accepting this Agreement, you are requesting that we provide you access to the Digital Banking system. You are also certifying that all of the information that you provide is true, accurate and complete. If we cannot verify your identity or any other information provided by you, we may not enable your access to Digital Banking.

We make every effort to maintain support for up-to-date versions of popular browsers and operating systems, but it is not possible to immediately support the most recent versions until adequate testing has been performed. By using the Digital Banking system you certify that you possess internet access, a supported internet browser, a supported operating system, a valid email address and email application, and hardware capable of receiving and saving the information generated by the Digital Banking system, including online statements, alerts, texts, and emails. You can request information from InTouch Credit Union regarding supported internet browsers, supported operating systems, and hardware requirements by writing to InTouch Credit Union, Attention: Operations Support, P.O. Box 250169, Plano, Texas 75025-0169.

The Digital Banking system may be unavailable at times due to scheduled maintenance, unscheduled maintenance, system outages, events such as fires, floods, storms, computer failures, interruption in telephone or electrical service, or the failure of an internet service provider. We will make reasonable efforts to ensure the availability of the Digital Banking system.

WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, CLAIM, EXPENSE, LIABILITY OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, THE DIGITAL BANKING SYSTEM, THE UNAVAILABILITY THEREOF, THE SERVICES OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE OR OTHER ELECTRONIC OR WRITTEN MATERIAL RELATED TO THE SERVICES OR THE DIGITAL BANKING SYSTEM. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE SERVICES, THE DIGITAL BANKING SYSTEM, OR THE INSTALLATION, USE, OR MAINTENANCE OF YOUR EQUIPMENT, HARDWARE, OR SOFTWARE.

## **ENHANCED AUTHENTICATION**

**It is your responsibility to immediately notify the Credit Union if you have reason to believe your account has been compromised.** If you give your password to another person, you take full responsibility for any transactions made by that person or by anyone else to whom that person gives the password until you notify us to cancel your access and reissue a new password. If you fail to maintain the security of your password, we may terminate your access to the Digital Banking system immediately.

## **LIMITATIONS ON TRANSFERS**

You agree not to use the Digital Banking system to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line of credit, you agree not to use the Digital Banking system to initiate a transaction that would cause the outstanding balance of your line of credit to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your Digital Banking transactions if we have canceled your Digital Banking access, or we cannot complete the transaction for security reasons. The functions and limitations of Digital Banking may be updated, without notice, at the option of the Credit Union in order to provide improved service.

## **FEEES FOR DIGITAL BANKING**

Currently there is no monthly service fee for using the Digital Banking system; however, we may implement a fee and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using Digital Banking, you must notify us. All fees and payments made will be listed on your monthly Account statements ("Statement"). Statement fees may apply. Please see Fees and Disclosures for details.

## **ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

In case of errors or questions about electronic transfers, contact us as set forth below as soon as possible.

## **LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

You will be liable for unauthorized access to accounts via the Digital Banking system to the extent allowed by your agreements with us and applicable federal and state law. You must tell us AT ONCE if you believe your Member number, Logon ID, or password has been lost or stolen, or if any of your accounts have been accessed without your authority.

You may contact us:

- By phone: 800-337-3328,
- By e-mail: [itcu@itcu.org](mailto:itcu@itcu.org),
- By mail: InTouch Credit Union Attention: Operations Support, P.O. Box 250169, Plano, Texas 75025-0169.

Calling is the best way of minimizing your liability. You could lose all the money in your accounts and be liable up to your maximum overdraft line of credit. Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Account Transfer Agreement for reporting requirements pertaining to electronic fund transfers.

Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make in the following circumstances: where it is necessary for completing or documenting transactions, resolving errors involving transactions, where reporting is required by

applicable law, in order to verify the existence and condition of your designated account(s), and in order to comply with orders or subpoenas of government agencies or courts.

#### **PRE-AUTHORIZED PAYMENTS**

You may not use Digital Banking to enter into pre-authorized payment arrangements.

#### **OUR RULES AND REGULATIONS AND OTHER AGREEMENTS**

Your account(s) may also be governed by other agreements between you and us. The terms and conditions of your Membership and Account Agreement and the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loan agreements continue to apply notwithstanding anything to the contrary in this Agreement. You are responsible for complying with your account agreements when using Digital Banking. **It is your responsibility to read and understand your account and loan agreements as they contain terms and conditions relating to your membership including but not limited to your rights, limitations of liability, transaction reversals, and binding arbitration provisions.**

#### **EVIDENCE**

We can use a digital, physical, or photographic copy of any document, transaction, or communication to prove your agreement, your authorization, what you owe, or that a transaction has taken place, and the digital, physical, or photographic copy or photograph will have the same validity as the original.

#### **TERMINATING THIS AGREEMENT**

You can terminate this Agreement at any time by notifying us in writing to InTouch Credit Union, Attn: Operations Support, P.O. Box 250169, Plano, TX 75025-0169. We can also terminate this Agreement and revoke access to Digital Banking at any time. Whether you or we terminate the Agreement, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Logon ID after this Agreement has been terminated. Termination will end your ability to use the Services and may terminate transactions involving the Services that are uncompleted at the time that the termination takes effect.

#### **CHANGING THIS AGREEMENT**

We may change any term of the Agreement at any time. If the change results in increased fees for any services or increased liability for you, we will give you notice before the effective date of any such change to the extent required by applicable federal and/or state law, unless any immediate change is necessary to maintain the security of an account or our electronic fund transfer system, or for any other security reason. Your continued use of any or all of the Services indicates your acceptance of the change in terms. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

#### **NOTICES**

All notices from us will be effective when we have sent them to your last known email or physical address in the Credit Union's records. Notices from you will generally be effective once we receive them at our P.O. Box.

#### **ELECTRONIC DISCLOSURES CONSENT**

By agreeing to these Terms, Conditions and Disclosures and registering and using the Services, you consent to receive electronically all notices, disclosures, agreements, and communications from us about the Services and any of the products that you access or for which you may apply through Digital Banking,

together with any amendments or other changes we may make from time to time to any such terms, disclosures or agreements. Your consent includes any disclosures that we may make in connection with the Services. All agreements entered into by electronic means will be deemed valid, authentic and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest email address you have provided to InTouch Credit Union regardless of whether such messages are received and or read. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this Agreement and the Services. By consenting and accepting the terms and conditions of this Agreement, you represent and warrant that you are authorized to do so on behalf of all owners for your current account(s) and any new account(s) you open through Digital Banking.

You may withdraw your consent to receive future electronic disclosures anytime by emailing us at itcu@itcu.org. However, if you withdraw your consent, you will no longer be eligible to utilize Digital Banking. Your withdrawal of consent will become effective after we have received it and have had reasonable opportunity to act upon it. If your email address or any of your other contact information on file with us changes, you must provide your updated information to us via the Digital Banking System or by mailing the changes to InTouch Credit Union, Attn: Operations Support, P.O. Box 250169, Plano, TX 75025-0169. Please include your name and member number when contacting us. You agree that these are reasonable procedures for sending and receiving electronic communications.

#### **ELECTRONIC SIGNATURE**

You agree and consent to the use of a keypad, mouse, touch screen, track pad, cursor, stylus, or other device to select an item or take any similar act/action while using Digital Banking; or in accessing or making any transaction or acknowledging any agreement, consent, term, disclosure or condition, and you agree that this constitutes your signature, authorization, intent, acceptance, and agreement as if actually signed by you in writing to the fullest extent allowed by applicable law including the Electronic Signatures in Global and National Commerce Act and Uniform Electronic Transactions Act. Further, you agree that no certification authority or other third-party verification is necessary to confirm the validity of such electronic signature; and the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or the resulting contract between you and InTouch Credit Union. You agree that such procedures are commercially reasonable procedures for indicating your authorization, acceptance, or consent. Any electronically signed document shall be deemed to be an original document for all purposes. You acknowledge that InTouch Credit Union will rely on such electronic signature and you hereby waive any defense or claim that such electronic signature is not valid or enforceable.

#### **SECURITY**

We are strongly committed to protecting the security and confidentiality of our members' account information. For enrollment, you will need to provide certain identifying information such as your account number, social security number, date of birth, and zip code. During enrollment you will establish your user ID and password. You are responsible for all Digital Banking transactions and the confidentiality of your password. Your user ID and password will give you access to InTouch Credit Union accounts via the Digital Banking system. InTouch Credit Union is entitled to act on any instructions it receives using your login credentials. For security purposes, it is recommended that you memorize your user ID and password and do not write them down or save them within your browser. We also recommend that you change your password. Your password can be changed through the Digital Banking system. You agree that if you give your password to anyone else, they or anyone that they give it to are authorized to make withdrawals, transfers, loan advances, or demographic requests on your account, and that you assume all responsibility for any such transactions made. If you permit other persons to use your mobile device, login information,

or any other means to access the Digital Banking system, you will be held responsible for any transactions they authorize, and we will not be liable for any losses or damages resulting to you. If at any time your Digital Banking password is obtained by an unauthorized person you must log in and change your Digital Banking password immediately and contact InTouch Credit Union. InTouch Credit Union may terminate or restrict Digital Banking transactions at any time without prior notice.

When using Digital Banking you understand that the transactions are being completed via the Internet. InTouch Credit Union offers several layers of technology, including multifactor authentication, to ensure that transactions made by Digital Banking remain confidential. It is essential that security does begin with the browser being used on your own computer. It is highly recommended that you use the latest version of your browser. When you are finished using Digital Banking you should log out of your account before leaving the computer to ensure no one else views your online account information. In order to help protect your account information from unauthorized access, you should always log out of Digital Banking when each session is complete. Logging-out will help prevent unauthorized persons from accessing the Digital Banking system.

Digital Banking utilizes multifactor authentication for enhanced security. You will be asked to verify your identity to complete certain actions including but not limited to logging in, completing transactions, or making changes to your profile. Verification codes will be sent by text, phone call, or authenticator application. It is your responsibility to ensure that your contact information is complete and current. For more information about multifactor authentication you may visit [ffiec.gov](http://ffiec.gov). Message & Data rates may apply.

#### **BIOMETRIC LOGIN**

Mobile Digital Banking supports authentication using face recognition ID or Fingerprint ID to login, depending on your device's capability. Once authenticated, you can choose to log into the Mobile App using face ID or fingerprint ID in lieu of entering your username and password. If your mobile device offers this functionality, you may enable it directly through your mobile device settings.

NOTE: Please remember once you enable biometric authentication for Mobile Banking, anyone with facial recognition or a fingerprint stored on your device will have access to your account and you will be liable for transactions made by any such person. You can turn off this feature in your mobile device settings at any time. You are responsible for safeguarding account access information, including your username and Password, biometric logon, and your mobile device.

#### **ACCOUNT ALERT SERVICE**

The Account Alert Service is offered to eligible accounts, allowing you to request and receive messages about your InTouch Credit Union account(s). You may receive alerts via email message(s) and/or text enabled cell phones or pagers. Each alert will be effective after set up of the alert parameters and delivery points using the Alert Service. You must be enrolled in Digital Banking to sign up for and use the Account Alert Service.

You accept that each alert may not be encrypted and may include your name and information pertaining to your account(s). The alert will never contain your full account number. The information contained in an alert is as of a specific time and date. Receipt of each alert may be delayed or prevented by factor(s) affecting your internet service provider(s), phone operator(s), and such other relevant entities. We neither guarantee the delivery nor the accuracy of the contents of any alert. InTouch Credit Union will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b)

inaccurate content in an alert; or (c) your use or reliance or the lack thereof on the contents of any alert for any purposes. InTouch Credit Union reserves the right to terminate any request from you, for any alert, at any time. The information in any alert may be subject to certain time lags and/or delays. You can manage the types of your alerts, and the alerts may be stopped or suspended by you at any time.

Either you or InTouch Credit Union may terminate your use of the Alerts Service at any time without notice. Enrollment in text services requires identification of your banking relationship with InTouch Credit Union as well as providing a mobile phone number. Standard messaging charges apply for text messages provided by InTouch Credit Union combined with your handheld's text messaging capabilities. In case of questions, please contact InTouch Credit Union at 1-800-337-3328.

### **USING THIRD PARTY APPS OR PAYMENT SERVICES**

If you link any of your accounts or services to a third-party app or payment service (including but not limited to Cash App, PayPal, or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the app or service provider. You understand that these apps and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third-party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to an improper third party or if the funds are otherwise misapplied. Further, you understand that funds transferred to/via a third-party app may not be federally or otherwise insured; and you assume all risks should your funds become lost or otherwise unavailable for any reason.

### **EXTERNAL ACCOUNT AGGREGATION**

The External Account Aggregation service allows you to access and collect the account information of your accounts at other financial institutions using the Link and View External Accounts feature within the Digital Banking service. The External Account Aggregation service is offered through our third-party service provider, Yodlee, Inc., who acts on behalf of the Credit Union. As a condition to your use of the Service, you make the following representations and warranties and you agree to the following:

### **EXTERNAL ACCOUNT OWNERSHIP AND AUTHORITY**

You represent and warrant that you: (a) have legal ownership of all accounts and assets that you designate for aggregation by Digital Banking, (b) have full power, right, and authority to authorize and permit InTouch Credit Union to receive the external account data and to grant the licenses to that data provided for herein, or have obtained all such required authorizations and permissions, (c) are not subject to any legal or regulatory limitations that would limit or restrict the ability to request and receive aggregated data, and (d) have all such rights in, and licenses to, the information contained in the aggregated data as may be required in order to permit you to grant to InTouch Credit Union the licenses granted hereunder, or will obtain such rights and licenses as are necessary for purposes of this Agreement.

You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other institutions and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You acknowledge and understand that by adding an external aggregated account of any kind (including business, personal, investment, or loan), you are licensing to InTouch and its servicers access to any information you provide through or to the service and access to the external aggregated account data therein. InTouch and its service providers may use, modify, display, distribute and create new material using such content to provide the Services to you. You acknowledge that access to aggregated accounts within the Digital

Banking system will remain available to users until it is deleted. We recommend only aggregating accounts with common ownership. We discourage any consumer users from aggregating business accounts with their personal account due to an increased risk of liability. We may prohibit you from aggregating accounts that belong to another person or entity within your Digital Banking profile.

#### **AUTHORIZATION TO ACCESS THIRD-PARTY ACCOUNTS**

You understand and agree that, in order to provide the Services, that it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships as designated by you, on your behalf, to retrieve information as requested or authorized by you. By using the Services, you agree to authorize us to access such third-party accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize and permit us access to your third-party accounts and information.

You hereby expressly authorize and permit us to use information submitted by you including account passwords and usernames to access your third-party accounts to provide the Services. You understand and agree that at all times your relationship with each third-party account provider is independent of InTouch and your use of the Services. You acknowledge and agree that when we access and retrieve information from the third-party accounts, we and our service provider are acting as your agent, and not as the agent of or on behalf of the third-party. We will not be responsible for any acts or omissions by the financial institution or other provider of any third-party account, including without limitation any modification, interruption or discontinuance of any third-party account by such provider.

You agree that InTouch, its service providers and their affiliates shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (a) access to the third-party accounts by us or our service provider; (b) our retrieval of or inability to retrieve information from the third-party accounts; (c) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third-party accounts and (d) any charges imposed by the provider of any third-party account. You further agree that InTouch will not be liable for any loss, damage, or expense arising from permissible access given to any user, at any time, even if that user is not an authorized signer or authorized person, to view, control, authorize, or aggregate any third-party account through the Digital Banking system. You hereby agree to indemnify and keep InTouch Credit Union, its service providers and their affiliates harmless against all actions, claims, or demands arising from actions of any user pertaining to the external account aggregation service or third-party accounts.

You agree you will not use Digital Banking 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 agree you will not use Digital Banking in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation.

You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Services are provided "as is." We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Services is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the Services is 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 of such material and/or data.

#### **PROVIDE ACCURATE INFORMATION**

You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and institutions and you agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

#### **PROPRIETARY RIGHTS**

You are permitted to use content delivered to you through Digital Banking only with the Services. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the Services.

#### **CONTENT YOU PROVIDE**

You are licensing to InTouch and its service providers, including Yodlee, Inc., any information, data, passwords, materials or other content you provide through or to the Services. InTouch and its service providers may use, modify, display, distribute and create new material using such content to provide the Services to you. By submitting content, you automatically agree, or promise that the owner of such content has expressly agreed that, without any particular time limit, and without the payment of any fees, InTouch and its service Providers may use the content for the purposes set out above. As between InTouch and its service providers, InTouch owns your confidential account information.

#### **THIRD PARTY ACCOUNTS**

By using Digital Banking, you authorize InTouch and its service providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant InTouch and its service providers a limited power of attorney, and you hereby appoint InTouch and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN INTOUCH OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, INTOUCH AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Services are not endorsed or sponsored by any third-party account providers accessible through the Services. You acknowledge that through the use of the Services, InTouch shall have access to your account credentials, including, but not limited to login username and passwords.



**DISCLAIMER OF WARRANTIES.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INTOUCH AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

INTOUCH AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INTOUCH OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**LIMITATION OF LIABILITY**

YOU AGREE THAT NEITHER INTOUCH NOR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF INTOUCH OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE RELATING TO THE SERVICES; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.

**INDEMNIFICATION**

You agree to defend, protect and fully indemnify and compensate InTouch and its Service Providers and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

### **DISCONTINUING SERVICE AND DELETION OF THIRD-PARTY ACCOUNTS**

You agree and understand that you must delete your aggregated third-party accounts in the Digital Banking system if you wish to discontinue using the external account aggregation feature. You further acknowledge it is the responsibility of the user to immediately delete any aggregated third-party account that no longer meets the obligations of this Agreement. We reserve the right to discontinue the Services at any time if you fail to follow the terms of this Agreement.

### **DAMAGES AND WARRANTIES**

In addition to the terms previously disclosed, InTouch Credit Union, its service providers and their affiliates are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Digital Banking system or in any way arising out of the installation, use or maintenance of your personal computer, device, hardware or software, including any software provided by InTouch or one of its suppliers. In addition, InTouch disclaims any responsibility for any electronic malware and/or virus(es) you may encounter after installation of such software or use of the Digital Banking system. Without limiting the foregoing, neither InTouch nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the internet, communication lines, postal system or ACH network. InTouch and its suppliers provide services from their own sites, and they make no representation or warranty that any information, material or functions included in the Digital Banking system are appropriate for use by you in your jurisdiction. If you choose to use the Digital Banking system, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither InTouch nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of the Digital Banking system or contained in any third-party sites linked to or from InTouch's web site(s). INTOUCH MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE DIGITAL BANKING SYSTEM, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INTOUCH DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR ERROR-FREE OPERATION.

### **ADDITIONAL REMEDIES**

You agree that damages may not adequately compensate InTouch in the event of a violation of this Agreement. In such event, injunctive relief would be essential to the protection of InTouch's legitimate business interests. Accordingly, you agree that in the event of a breach of any provision of this Agreement, InTouch shall be entitled to obtain, and you hereby consent to, injunctive relief against you in addition to such further or other relief as may be appropriate at law or in equity.

### **ENFORCEMENT**

This Agreement and all matters arising out of this Agreement or the Services shall be governed by and construed in accordance with applicable federal laws and the internal Laws of the State of Texas without giving effect to any choice or conflict of law provision or rule, whether of the State of Texas or any other jurisdiction, that would cause the application of the laws of any state other than the State of Texas. Any legal suit, action or proceeding arising out of or relating to this Agreement or the Services shall be instituted in the state or federal courts located in or nearest to Collin County, Texas, and you irrevocably submit to the exclusive jurisdiction of such courts in any suit, action or proceeding, except that at InTouch's election any dispute regarding this Agreement or any matters arising out of this Agreement may be determined by binding, non-appealable arbitration conducted in Plano, Texas before a single arbitrator

pursuant to the rules of the American Arbitration Association then in effect. You irrevocably and unconditionally waive any objection to the venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. You agree to be liable to us for any liability, loss, or expense that we incur as a result of any dispute involving your accounts or the Services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event of any dispute relating to this Agreement or the Services or in any action to collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to payment by the other party of its reasonable attorney's fees, expenses, and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

#### **WAIVERS**

You hereby waive, to the fullest extent permitted by applicable law, any right you may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement or the Services. You hereby waive the right to participate in a class action, mass action, collective action, private attorney general action, or any other representative action either in court or in arbitration. You hereby waive the right to join or consolidate claims with the claims of any other person or entity.

#### **FORCE MAJEURE**

InTouch shall not be liable for any loss or damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, and acts or omissions of communications carriers.

**InTouch Credit Union**  
**ACCOUNT TRANSFER AGREEMENT**

**1. ACCOUNT TRANSFER STATEMENT OF APPLICATION.**

By accepting this Account Transfer Agreement (the "Agreement"), you understand and agree to all provisions of this Agreement in its entirety and you acknowledge that this Agreement governs your use of the account transfer services described herein (the "Services"). You understand and agree that InTouch Credit Union reserves the right to restrict any Account Transfer in our sole and absolute discretion. In order to remain eligible for the Services, you must adhere to the requirements as set forth in this Agreement in its entirety. Account Transfer types include, but are not limited to, Internal Transfers, Member to Member Transfers, and External Transfers. This Agreement supplements your Membership and Account Agreement, your Digital Banking Agreement, and any other agreement you have with us and does not modify these other agreements except as provided herein. Other agreements you have with us are incorporated by reference herein to the extent that they are consistent with this Agreement. In the event the terms of this Agreement conflict with any other agreement you have with us, the terms of this Agreement will control unless the conflicting terms of the other agreement expressly supersede this Agreement. As used herein, the words "you", "your", and "yours" refer to the InTouch Credit Union member(s) entering into this Agreement jointly and severally. The words "we", "us", "our", "ITCU" and "Credit Union" refer to InTouch Credit Union. Capitalized words not defined herein have the meaning set forth in the applicable agreement in which they are defined.

**2. INTERNAL TRANSFERS**

An Internal Transfer allows you to transfer funds between accounts held with InTouch Credit Union. When you select the Transfers option, you may choose to transfer money between accounts you hold with InTouch Credit Union. You agree that your Internal Transfer instructions represent authorization for InTouch Credit Union to complete each Internal Transfer you schedule. You represent and warrant that you have sufficient funds to cover each Internal Transfer you schedule. You understand that if you do not have sufficient funds to cover an Internal Transfer that no part of the transfer will process. You further understand and agree that if your Internal Transfer contains inaccurate, incorrect, or incomplete information, or if there is any error in the Internal Transfer instructions, InTouch Credit Union is not liable to you for any losses you incur as a result of such erroneous instructions. In the event InTouch Credit Union determines you have scheduled an unauthorized Internal Transfer, you understand and agree that InTouch Credit Union reserves the right to indefinitely suspend your use of the Services, and any ancillary services offered through the Services, at our sole and absolute discretion, without notice to you.

Processing Days and Timeframes:

You may schedule an Internal Transfer at any time Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). InTouch Credit Union processes Internal Transfers in real-time each Calendar Day. You understand and agree that InTouch Credit Union reserves the right in our sole and absolute discretion to change the Internal Transfer processing days and timeframes without prior notice to you. If the Internal Transfer is recurring and initially rejected, it will attempt to reinitiate during the same day. In the event the rejected Internal Transfer is recurring and rejects on the same processing date, you understand and agree that such Internal Transfer will not process until the next scheduled transfer date of the recurring series.

Cancellation:

You understand and agree that when you set up a one-time Internal Transfer that is not future dated, using the Services, the Internal Transfer occurs immediately in real-time and cannot be cancelled or stopped and as such, the Internal Transfer is considered final. You cannot cancel or amend an Internal Transfer that has already processed. When you set up a future dated or recurring Internal Transfer, using the Services, you may cancel or amend such Internal Transfer if you cancel or amend it prior to the next scheduled transfer date. You understand and agree that it is your sole responsibility to correctly set up and initiate any Internal Transfer you set up through the Services. In the event you set up a recurring Internal Transfer and choose to cancel the entire recurring Internal Transfer instructions, you understand and agree that all future recurring Internal Transfers for the respective series will not process.

**3. MEMBER TO MEMBER TRANSFERS**

A Transfer to Another Member (M2M Transfer) allows you to transfer funds between accounts held with InTouch Credit Union. When you select the Transfer to Another Member option, you are choosing to transfer money between accounts you hold with InTouch Credit Union to another InTouch Credit Union member (different membership account). You agree that your M2M Transfer instructions represent authorization for InTouch Credit Union to complete each transfer you schedule. You represent and warrant that you have sufficient funds to cover each M2M Transfer you schedule. You understand that if you do not have sufficient funds to cover a M2M Transfer that no part of the transfer will process. You further understand and agree that if your M2M Transfer contains inaccurate, incorrect, or incomplete information, or if there is any error in the M2M Transfer instructions, InTouch Credit Union is not liable to you for any losses you incur as a result of such erroneous instructions. In the event InTouch Credit Union determines you have scheduled an unauthorized M2M Transfer, you understand and agree that InTouch Credit Union reserves the right to indefinitely suspend your use of the Services, and any ancillary services offered through the Services, at our sole and absolute discretion, without notice to you.

Processing Days and Timeframes:

You may schedule a M2M Transfer at any time Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). InTouch Credit Union processes M2M Transfers in real-time each Calendar Day. You understand and agree that InTouch Credit Union reserves the right in our sole and absolute discretion to change the M2M Transfer processing days and timeframes without prior notice to you. If the M2M Transfer is recurring and initially rejected, it will attempt to reinitiate during the same day. In the event the rejected M2M Transfer is recurring and rejects on the same processing date, you understand and agree that such M2M Transfer will not process until the next scheduled transfer date of the recurring series.

Cancellation:

You understand and agree that when you set up a one-time M2M Transfer that is not future dated, using the Services, the M2M Transfer occurs immediately and cannot be cancelled or stopped, and as such an M2M Transfer is considered final. You cannot cancel an M2M Transfer that has already processed. You understand and agree that it is your sole responsibility to correctly instruct and initiate any M2M Transfer you set up through the Services. In the event you set up a future dated or recurring M2M Transfer and choose to cancel the entire recurring M2M Transfer instructions, you understand and agree that all future recurring M2M Transfers for the respective series will not process.

#### **4. EXTERNAL TRANSFERS.**

An External Transfer (Transfers/External Account) allows you to transfer funds between an Account you hold with InTouch Credit Union and an account held with another financial institution (External Account). When you select the External Account option, you are choosing to transfer money from, or to, an External Account you hold with another financial institution. You represent and warrant that you have sufficient funds to cover each External Transfer you schedule. You understand that if you do not have sufficient funds to cover an External Transfer that no part of the transfer will process. Further, you understand and agree that if your External Transfer contains inaccurate, incorrect, or incomplete information, or if there is any error in the External Transfer instructions, InTouch Credit Union is not liable to you for any losses you incur as a result of such erroneous instructions.

In the event InTouch Credit Union determines you have scheduled an unauthorized External Transfer, you understand and agree that InTouch Credit Union reserves the right to indefinitely suspend your use of the Services, and any ancillary services offered through the Services, at our sole and absolute discretion, without notice to you.

In cases where you have insufficient funds or other issues relating to the External Account that prevent or delay InTouch Credit Union from processing any Account Transfer under the terms of the Account Transfer Agreement set forth herein you understand and agree to hold the Credit Union harmless, including any fees and/or penalties assessed on the External Account and/or by any third party.

An External Transfer you schedule through the Transfers option processes through the Automated Clearing House (“ACH”) Network. InTouch Credit Union will follow the National Automated Clearing House Association (Nacha) Operating Rules and Guidelines with respect to funds availability for those transactions that process through the ACH Network and when the credit posts to your InTouch Credit Union Account. You understand that when InTouch Credit Union is acting as the Receiving Depository Financial Institution (“RDFI”), the receiving ACH credit entry will be transferred into your InTouch Credit Union Account no later than the next business day following the date the ACH credit entry posts to your InTouch Credit Union Account (settlement date). You understand and agree that InTouch Credit Union shall not be liable for the practices and business rules followed by the external financial institution. InTouch Credit Union reserves the right to stop any External Transfer if we deem necessary to prevent us from taking a loss, in our sole and absolute discretion, without liability to you or any third party and without prior notice to you.

##### Processing Days and Timeframes:

You may schedule an External Transfer Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). InTouch Credit Union processes External Transfers each Business Day. Transfers must be initiated before 3:00 PM Central Time (Cut-off) each Business Day. Each External Transfer you schedule by the Cut-off time on any given Business Day will be processed on the same Business Day, based upon the date the electronic entry is due to post (Effective Entry Date), if accepted. An External Transfer will not process on a non-Business Day. When an External Transfer you schedule falls on a non-Business Day (e.g., any federal holiday, Saturday or Sunday), InTouch Credit Union will process such External Transfer on the next Business Day. You understand and agree that InTouch Credit Union reserves the right in our sole and absolute discretion to change the processing Cut-off time without prior notice to you. You further understand and agree that if an External Transfer you set up within the Services is rejected, for any reason, the External Transfer will not reinitiate. If an External Transfer is rejected and the respective External Transfer is recurring; such External Transfer will attempt to process on the next scheduled transfer date of the recurring series.

### Cancellation:

When you schedule an External Transfer using the Transfers option, you can only cancel such transfer from the Scheduled Transfers option. When an External Transfer you schedule using the Transfers option displays in Transactions, you understand and agree that you cannot cancel such transfer because it has processed. You further understand and agree that you must cancel an External Transfer you schedule through the Transfers option prior to the Cut-off time no later than the date such transfer is set to process. If you have a recurring External Transfer that was set up by InTouch Credit Union as viewed in Scheduled Activity within the Transactions section, you understand that you must notify InTouch Credit Union five business days in advance of the process date for us to effect and cancel such External Transfer. In the event you cancel an External Transfer that is recurring, you understand and agree that all future External Transfers for the respective series will not process.

### **5. ACCOUNT TRANSFER ELIGIBILITY AND LIMITS.**

InTouch Credit Union reserves the right to change from time to time the allowable parameters of any type of Account Transfer you are permitted to make using the Services. We may from time to time, for security and risk management reasons, modify the limits, frequency, and dollar amount of any Account Transfer, regardless of type, you can make using the Services, including, but not limited to, restriction of use of the Services and any ancillary services offered through the Services. All transfers will be treated as “withdrawals” under your Membership and Account Agreement with us and will be subject to all of the terms therein.

You understand and agree that you may not have access to use Account Transfer. Your daily, monthly, and transaction limits will be set based on system controls. For information on these limits, please contact us at (800) 337-3328. You understand and agree that you may not make an Account Transfer in excess of your daily, monthly, and transaction limits or exceed the number of electronic transfers as allowed by Federal Reserve Board Regulation D governing savings and money market accounts. To use the Services, and any of its ancillary services, you must adhere to these requirements:

- Have a qualifying InTouch Credit Union Account in good standing as determined by InTouch Credit Union in our sole and absolute discretion.
- Have sufficient funds in your InTouch Credit Union Account and External Account (when using External Money Transfer).
- Enroll for use of the Services and accept this Agreement.
- Maintain and keep on file with InTouch Credit Union a valid email address, phone number, and mailing address.
- Comply with this Agreement and all other requirements as set forth by InTouch Credit Union.

### **6. EXTERNAL TRANSFER AUTHORIZATION**

You agree to be bound by the Nacha Operating Rules and Guidelines, the Office of Foreign Assets Control regulatory requirements, and all other applicable laws, as they may be amended, when using the Account Transfer Service. InTouch Credit Union reserves the right to verify an External Account you add with your use of the Services, including but not limited to, trial deposits and proof of account ownership. You understand and agree that InTouch Credit Union may restrict any External Transfer at our sole and absolute discretion. Your failure to provide proof of account ownership may result in an indefinite suspension of your use of Account Transfer and the Services in its entirety, including, but not limited to, any ancillary services offered through the Services.

InTouch Credit Union will make all reasonable efforts to process your External Transfer in a timely manner. In the event that a debit entry to any of your Accounts, or any portion of any such debit entry, has failed and the credit side of such External Transfer has been released and cannot be collected, we reserve the right and you hereby authorize us to debit any of your Accounts held with InTouch Credit Union to satisfy any such deficiency, including an ACH returned item fee. We may not notify you of such event other than by posting such debit entry(s) to the applicable Account in accordance with this Agreement.

In the event any of your Accounts are insufficient in satisfying the debit entry, in whole or in part, you understand and agree that InTouch Credit Union reserves the right to collect on such debit entry as permitted by law. Further, you understand and agree not to impersonate any person, make an unauthorized External Transfer, or use a name that you are not authorized to use. If any information you provide is untrue, incorrect, erroneous, incomplete, or inaccurate, InTouch Credit Union reserves the right to recover from you any costs or losses incurred by us as a direct or indirect result of such information, in addition to any other remedies we may have.

#### **7. NAME AND ACCOUNT NUMBER INCONSISTENCY**

You understand and agree that the Nacha Operating Rules and Guidelines permit the posting of an ACH entry based solely on account number. Thus, an External Transfer made by way of ACH credit or debit entry may be posted to the account number provided, even if the name and account number of such entry do not match. You further understand and agree that when you, any joint owner, authorized user, or Receiver enter account instructions, it is the sole responsibility of each to ensure the respective account instructions are entered correctly. You understand and agree that your obligation to pay the External Transfer shall not be excused in the event of such inconsistency between names and account number. In the event an error is made in entering the account instructions, you understand and agree to hold InTouch Credit Union harmless from any fee or loss you may incur, including any fees and penalties assessed on the External Account.

#### **8. THIRD PARTY ACCOUNTS**

By using the Services for an External Transfer, you authorize InTouch and its service providers to access third party sites designated by you, on your behalf. For all purposes hereof, you hereby grant InTouch and its service providers a limited power of attorney, and you hereby appoint InTouch and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN INTOUCH OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, INTOUCH AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that InTouch and third-party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Services are not endorsed or sponsored by any third-party account providers accessible through the Services.



### **9. Disclaimer of Warranties.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INTOUCH AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

INTOUCH AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INTOUCH OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

### **10. Limitation of Liability.**

YOU AGREE THAT NEITHER INTOUCH NOR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF INTOUCH OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE RELATING TO THE SERVICES; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.

### **11. Indemnification.**

You agree to defend, protect and fully indemnify and compensate InTouch and its Service Providers and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

## **12. Damages and Warranties.**

In addition to the terms previously disclosed, InTouch Credit Union, its service providers and their affiliates are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Services or in any way arising out of the installation, use or maintenance of your personal computer, device, hardware or software, including any software provided by InTouch or one of its suppliers. In addition, InTouch disclaims any responsibility for any electronic malware and/or virus(es) you may encounter after installation of such software or use of the Digital Banking system. Without limiting the foregoing, neither InTouch nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the internet, communication lines, postal system or ACH network. InTouch and its suppliers provide services from their own sites, and they make no representation or warranty that any information, material or functions included in the Services are appropriate for use by you in your jurisdiction. If you choose to use the Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither InTouch nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of the Services or contained in any third-party sites linked to or from InTouch's web site(s). INTOUCH MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INTOUCH DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR ERROR-FREE OPERATION.

## **13. Additional Remedies.**

You agree that damages may not adequately compensate InTouch in the event of a violation of this Agreement. In such event, injunctive relief would be essential to the protection of InTouch's legitimate business interests. Accordingly, you agree that in the event of a breach of any provision of this Agreement, InTouch shall be entitled to obtain, and you hereby consent to, injunctive relief against you in addition to such further or other relief as may be appropriate at law or in equity.

**14. Termination.** We can terminate this Agreement and revoke access to the Services at any time. Termination will not affect your obligations under this Agreement, even if we allow in our discretion any transaction to be completed with your Logon ID after this Agreement has been terminated. Termination will end your ability to use the Services and may terminate transactions involving the Services that are uncompleted at the time that the termination takes effect.

## **15. Enforcement.**

This Agreement and all matters arising out of this Agreement or the Services shall be governed by and construed in accordance with applicable federal laws and the internal Laws of the State of Texas without giving effect to any choice or conflict of law provision or rule, whether of the State of Texas or any other jurisdiction, that would cause the application of the laws of any state other than the State of Texas. Any legal suit, action or proceeding arising out of or relating to this Agreement or the Services shall be instituted in the state or federal courts located in or nearest to Collin County, Texas, and you irrevocably submit to the exclusive jurisdiction of such courts in any suit, action or proceeding, except that at InTouch's election any dispute regarding this Agreement or any matters arising out of this Agreement may be determined by binding, non-appealable arbitration conducted in Plano, Texas before a single arbitrator pursuant to the rules of the American Arbitration Association then in effect. You irrevocably and unconditionally waive any objection to the venue of any suit, action or proceeding in such courts and

irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. You agree to be liable to us for any liability, loss, or expense that we incur as a result of any dispute involving your accounts or the Services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event of any dispute relating to this Agreement or the Services or in any action to collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to payment by the other party of its reasonable attorney's fees, expenses, and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**16. Waivers.**

You hereby waive, to the fullest extent permitted by applicable law, any right you may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement or the Services. You hereby waive the right to participate in a class action, mass action, collective action, private attorney general action, or any other representative action either in court or in arbitration. You hereby waive the right to join or consolidate claims with the claims of any other person or entity.

**17. Force Majeure.**

InTouch shall not be liable for any loss or damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, and acts or omissions of communications carriers.