

Application and Member Information

Account No. _____

Member Name _____

Street _____

City/State/Zip _____

Home Phone _____ Work Phone _____

Joint Owner Information (If applicable)

Joint Owner _____

Street _____

City/State/Zip _____

Home Phone _____ Work Phone _____

/We request the following services (please mark):

- | | |
|--|---|
| <input type="checkbox"/> Debit Card | <input type="checkbox"/> Bill Payment |
| <input type="checkbox"/> Online/PC EFT's | <input type="checkbox"/> Mobile Banking |

By checking the boxes above and signing below, you certify that the information on this application is complete, true, and submitted for the purpose of obtaining the electronic service(s) and account(s) requested. If approved for the requested electronic funds transfer services, you acknowledge receipt of and agree to the terms of the Electronic Fund Transfers Agreement.

X _____

SIGNATURE OF MEMBER DATE

X _____

SIGNATURE OF JOINT OWNER DATE

For Credit Union Use Only:

Approved By _____	Member Verification _____
Access Card _____	PIN Requested _____

Please return APPLICATION to the Credit Union

REMOTE DEPOSIT CAPTURE CONSENT AGREEMENT

I acknowledge that I have read, and do hereby accept the terms and conditions contained in this Remote Deposit Capture Consent Agreement. Please print a copy and/or retain this information electronically for your records.

Definitions

As used in this agreement, the words "we", "our", "us" and "SHFCU" mean Sacred Heart Parish Federal Credit Union. "You" and "your" refer to the accountholder. "Account" or "Accounts" mean your accounts at SHFCU.

Agreement

Sacred Heart Parish Federal Credit Union's (SHFCU) Remote Deposit Capture (RDC) provides you the convenience of depositing a check using a mobile device. This service is available to all members who have an established history of handling their account in a responsible manner. While electronically depositing a check provides an easier depositing solution, RDC does not waive the possibility of placing a hold on the funds being deposited. We may delay availability of funds up to and beyond the third business day after the deposit, in our discretion. The following default limits and requirements have been established for all members using RDC. Other limits and requirements may be applicable depending on account:

- The maximum daily dollar amount for RDC is \$5,000
- The maximum daily number of checks for RDC is 3
- All endorsements must be present on the back of the check
- The phrase "FOR MOBILE DEPOSIT ONLY AT SHFCU" must be printed under the endorsement(s)
- YOU WARRANT TO SHFCU THAT:
 - The check presented for RDC must be legible (i.e. names and amounts)
 - You will only transmit eligible items that are properly endorsed.
 - Images will meet the image quality standards.
 - You will not transmit duplicate items.
 - You will not deposit or re-present the original item once it has been scanned and sent to SHFCU, unless specifically requested to do so by SHFCU.
 - All information you provide to SHFCU is accurate and true.
 - SHFCU will not sustain loss because you have deposited an image.
 - you will comply with this Agreement and all applicable rules, laws, and regulations.
 - Items you transmit do not contain viruses.

We will NOT accept the following:

- Checks or items payable to any person or entity other than you.
- Post-dated checks.
- Checks or items containing an obvious alteration to any of the fields on the front of the check or items which you know or suspect, or should know or suspect to be fraudulent.
- Checks or items drawn or issued by you or any other party on any of your SHFCU accounts.
- Checks or items not payable in United States currency.
- Items drawn on financial institutions located outside the United States.

- Consumer loans, credit card, or mortgage payments.
- IRA and Share Certificate deposits.
- Starter or counter checks.
- American Express Gift Cards.
- Savings Bonds.
- Checks that require authorization, including insurance checks.
- State-issued registered warrants.
- Checks from another financial institution to a closed account.
- In-store rebates.
- Direct Deposit pay stubs.

We reserve the right to reject or accept a check not listed above.

For best results, make sure the check is not crumpled or containing several creases. Place the check on a flat surface with a light background. You must take a copy of both the front and the back of the check for presentment. You agree to use RDC for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to only transmit acceptable items for RDC and will handle the original item in accordance with applicable laws, rules and regulations.

Availability

Processing of your RDC item may be limited based on our normal hours of operation, or those of third party financial service organizations involved in your transaction. Our normal hours of operation are M – TH 7:45 a.m. – 3:00 p.m., F 7:45 a.m. – 6:00 p.m. We observe all federal holidays. The cut-off time for RDC during our normal hours of operation will be 2:00 p.m. Any RDC deposits made after 2:00 p.m. may be processed the next business day.

You can check your balance to know if your check has been deposited, and if a hold has been placed on the check. Once the check has been electronically deposited, the original check is no longer a valid check, but we recommend that you keep the check as a receipt for at least 60 days. By depositing the check through RDC, you warrant that the original check in your possession has not been deposited at another financial institution, and the image of the check being transmitted is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check. You shall not ever re-present the original check.

You understand and agree that RDC may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that RDC is unavailable, we will not be considered in breach or default of this Agreement, and we are not liable in any way for any damages of any kind, and you acknowledge that you can deposit an original check at the credit union or by mailing the original check to Sacred Heart Parish Credit Union at 1206 N Texana St, Hallettsville, TX 77964. It is your sole responsibility to verify that the item deposited using RDC has been received and accepted for deposit.

Your Liability

You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. Any authorized user granted by the primary account

holder is equally responsible for adhering to these terms. In the event any item that you transmit for RDC that is credited to your account is dishonored, you authorize us to debit the amount of such item plus any fees incurred from your account.

Your Responsibility

You are responsible for the quality, completeness, accuracy, validity and integrity of the image. You are responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if RDC is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology of RDC, copy or reproduce all or any part of the technology of RDC; or interfere, or attempt to interfere, with the technology of RDC. We and our technology partners, inclusive of, but not limited to, Fiserv, retain all rights, title and interests in and to RDC services, software and development made available to you.

Error Resolution

In the event that you believe an error with respect to any original check or image transmitted for deposit has occurred, you need to immediately contact us regarding said error or breach. Any images transmitted to us shall not contain viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

You are required to review your account statements from SHFCU and report to us any remote deposit errors you notice within 60 days of the transmittal of the account statement. You should maintain a hard copy of your RDC check for the same period. Failing to notify us and providing the original check results in waiving any rights of recovery for losses against SHFCU as a result of using RDC

Termination and Suspension of Privileges

We may terminate your use of RDC, at any time, at our discretion, upon written or electronic notice to you. In the event of termination of RDC, you will remain liable for all transactions performed on your account

Contact Information

Our contact information is as follows: Sacred Heart Parish Federal Credit Union, 1206 N Texana St, Hallettsville, TX 77964. All notices from you must be made in writing. Legal notice to us shall be effective when directed to our legal department and received at our address.

Indemnification

You shall indemnify and hold SHFCU and SHFCU's employees, affiliates, agents and technology partners harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of RDC and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

Disclaimer of Warranties and Limitation of Liability

You agree that SHFCU shall not be held liable in any manner, if you are unable to gain access to SHFCU's website or RDC services, from time to time. You understand that some or all of RDC services and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond SHFCU's control.

WE MAKE NOT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH RDC SERVICES, PROVIDED TO YOU UNDER THE AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT RDC SERVICES WILL OPERATE WITHOUT ERROR OR THAT RDC SERVICES WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT NICCU AND NICCU'S EMPLOYEES AFFILIATES, AGENTS, AND TECHNOLOGY PARTNERS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THE AGREEMENT OR BY REASON OF YOUR USE OF RDC SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, DATE OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON WARRANTY OR ANY OTHER LEGAL THEORY.

Financial Information

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any RDC services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Assignment

You may not assign this agreement to any other party. SHFCU may assign this agreement to any present or future, directly or indirectly, affiliated company. SHFCU may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

Modification of Terms

We may modify the terms of this Agreement including the right to charge usage fees, from time to time, at our discretion, by notifying you of such modification in writing or electronically. Your use of RDC, after notification of any modification, constitutes your acceptance of the modification.

Attorney's Fees and Costs

If SHFCU employs an attorney to protect or enforce any of the provisions of this Agreement, SHFCU shall be entitled to recover from you reasonable attorney fees, court costs and all other reasonable expenses necessarily incurred in such proceedings, including attorney fees and costs for the giving of any written notices, as set forth herein.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Personal jurisdiction and venue shall lie in Lavaca County, Texas. 19

Federal Law

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Waiver

We may choose to not enforce or delay enforcement of any of our rights under this Agreement, without losing said rights.

Relationship

This Agreement shall not be construed to create, in any way, any joint venture or partnership between the parties.

Default and Remedies

In the event of a breach or default or failure in performance by you, of any obligation or term of this Agreement, we shall have all rights and remedies provided at law or in equity.

Paragraph Headings

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

Affect of Partial Invalidity

The invalidity of any provisions of this Agreement shall not affect the validity or binding effect of the remaining provisions, and such provision shall be more narrowly construed to the extent necessary for it to be valid, or such provision shall be deemed to be deleted, and the remainder of the Agreement shall be enforceable according to its terms.

Other Agreements

Except as stated otherwise, no terms or conditions of any other agreement, you may have with SHFCU, will be altered or amended.



Sacred Heart Federal Credit Union

1206 N. Texana • Hallettsville, Texas 77964

(361) 798-4361 • FAX (361) 798-4363

www.sacredheartcu.com

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Sacred Heart Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. MasterMoney Debit Card. If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Withdraw funds from your share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services by mail or telephone from places that accept Mastercard.

The following limitations on MasterMoney Debit Card transactions may apply:

- You may make 15 MasterMoney Debit Card purchases per day.
- You may withdraw up to a maximum of \$200.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges.

Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

LOANLINE

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b. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us in writing at any time up to three (3) business days before the scheduled date of the transfer. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

c. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

d. Virtual Branch. If Virtual Branch is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Virtual Branch to:

- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Virtual Branch via personal computer. Virtual Branch will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Virtual Branch transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

e. Virtual Branch Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Virtual Branch Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.

f. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.

- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Make deposits using Remote Deposit Capture; see separate Terms and Conditions for more details.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

2. TRANSFER LIMITATIONS — For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Mastercard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by Mastercard. The rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.

A fee of up to 1.00% will be charged on all transactions completed outside of the United States, where the cardholder's country code differs from the merchant's country code. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(361) 798-4361

or write to:

Sacred Heart Federal Credit Union
1206 N. Texana St
Hallettsville, TX 77964
Fax: (361) 798-4363

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (361) 798-4361. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.

- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(361) 798-4361

or write to:

Sacred Heart Federal Credit Union
 1206 N. Texana St
 Hallettsville, TX 77964
 Fax: (361) 798-4363

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.