Our Electronic Funds Transfer Terms (BSA)

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"Our Electronic Funds Transfer Terms" explains your and our rights and responsibilities concerning electronic fund transfer (EFT) debits from and credits to the accounts you have with us. EFTs are electronically initiated transfers of money involving an account with us and multiple access options, including Online Banking, direct deposits, automated teller machines (ATMs), Visa Debit Card (Card), and P.A.T.T. (audio response) services.

1. EFT Services

a. Automated Teller Machines

You may use your Card and personal identification number (PIN) at Automated Teller Machines (ATMs) of the CULIANCE and Allpoint ATM networks, and other such machines or facilities as we may designate. At the present time, you may use your Card to:

- Withdraw cash from the checking or savings account with us.
- Transfer funds between the checking and savings accounts with us.
- Make inquiries on the checking and savings accounts with us, including current balance, recent deposits, and recent withdrawals.

b. Direct Deposit

On the instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, we will accept direct deposits by EFT of your paycheck or of federal recurring payments, such as Social Security.

c. Preauthorized Debits

You may make direct withdrawals by EFT from the checking or regular savings account you have with us to a particular person or company, at least periodically, which you have arranged with that person or company, provided you have enough funds in the account with us to cover the payment.

d. P.A.T.T. (Audio Response Services)

If we approve your application for telephone access to the accounts you have with us under P.A.T.T., you may use a telephone to access the account with us and conduct EFTs by calling 713-869-4984. You must use your PIN along with the account number you have with us to access the accounts. At the present time you may use P.A.T.T. to:

- Obtain balance information on the checking, savings, Money Management, certificate, or line of credit accounts with us.
- Transfer funds between the checking, savings, Money Management, or line of credit accounts with us.
- Obtain transaction information about recent deposits/withdrawals to/from the checking, savings, share, Money Management, or credit accounts with us.
- Make loan payments from the savings, checking, club, Money Management, or credit accounts.

e. Online Banking

If we approve your application for Online Banking, you may use a personal computer to access the accounts. For this service, you will need a personal computer with internet access. The address for Online Banking services is www.htfffcu.org. You may select a password. You must use your password along with your Login to access the accounts. You are responsible for the installation, maintenance, and operation of your computer and software. We will not be responsible for any errors or failures involving any telephone service, internet service provider, your software installation or your computer. At the present time, you may use the Online Banking service to:

- Transfer funds between the checking, savings, and loan accounts with us.
- Obtain account information related to a checking, savings, Money Management, certificate, or loan account regarding current balance, history, interest, rates, payroll, and automatic deductions.
- Make loan payments from any checking or savings account to a loan account with us.
- Make payments to merchants (payees) using bill payment.
- Make member to member (M2M) transfers.
- Transfer funds to other people using the account to account (A2A) transfer feature.
- Make mobile deposits.
- Make an online loan application.
- Receive e-statements and account alerts.
- Utilize contextual PFM (personal financial management).
- Request stop payment orders.
- Reorder checks.

Transactions involving the accounts you have with us are addressed by the BSA, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

f. Bill Pay

You may use the Bill Pay service (accessed through Online Banking or Mobile Banking) to make payments to third parties. Use of the Bill Pay service requires enrollment in Online Banking and agreement to the Bill Pay service terms and conditions. You may use the Bill Pay service to:

- Make loan payments from any checking or savings account to a loan account with us.
- Make payments by from any checking or savings account to another financial institution.
- Pay bills from any checking or savings account with us.
- Transfer funds to other people using the account to account (A2A) transfer feature.

Please note that if payment to a payee is made by check, the check may be processed and debited from your account before the scheduled payment date.

g. Mobile Banking

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Online Banking service and make such other transactions as described in the Online Banking Service Agreement using compatible and supported mobile phones and wireless devices ("Wireless Device"). You agree and understand that the Mobile Banking service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through Mobile Banking are the same account and service transactions available through Online Banking. When you register for Mobile Banking, the designated accounts and bill payment payees linked to the account through Online Banking will be accessible through Mobile Banking.

For all mobile check deposits, you must endorse the original paper check with your signature and write: "FOR HOUSTON TEXAS FIRE FIGHTERS FEDERAL CREDIT UNION MOBILE DEPOSIT ONLY" in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you. You agree to indemnify our Credit Union from any liability or loss to our Credit Union arising from the payment of the original paper check without such required endorsement.

h. Visa Debit Card

You may use your Visa Debit Card to purchase goods and services any place Visa is honored by participating merchants and

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merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from the checking account. If the balance in the account is not sufficient to pay the transaction amount, we may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or we may terminate all services under the BSA.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card. We will honor your debit transactions processed by any of these networks.

Depending on our authorization protocols and network availability, transactions processed over other networks may or may not require you to use your PIN to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. You may instead be asked to sign a receipt or payment authorization. Provisions applicable only to Visa transactions (such as Visa's zero liability protections) will not apply to non-Visa debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

i. Electronic Check Transaction

You may authorize a merchant or other payee to make a one-time electronic payment from the checking account using information from your check to pay for purchases, pay bills or pay other obligations ("Electronic Check Transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to Electronic Check Transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Service Limitations

a. Automated Teller Machines

1) Withdrawals. Cash withdrawals from ATMs can be made as often as you like. You may withdraw up to $300 (if there are sufficient funds in the account) per business day. You may qualify for a limit of $750 per day if you have direct deposit to the account. For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

b. P.A.T.T. (Audio Response Service)

The accounts with us can be accessed under P.A.T.T. via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. P.A.T.T. will be available for your convenience seven (7) days a week. This service may be interrupted for a short time each day for data processing. If you call during this time, you will hear a message directing you to call back. We may limit the number of certain types of withdrawals from some accounts, as described in "Our Rates & Service Charges." No transfer or withdrawal may exceed the funds available in an account with us. 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.

c. Online Banking

1) Transfers. We may limit the number of certain types of withdrawals from some accounts, as described in "Our Rates & Service Charges." You may transfer or withdraw up to the available balance in the account or available credit line at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

2) Account Information. Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM transactions. See "Funds Availability of Deposits."

3) Email and Stop Payment Requests. We may not immediately receive email communications that you send and we will not act based on email requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in fourteen (14) days unless confirmed in writing as addressed in the BSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

d. Bill Pay A2A and M2M Transactions

For A2A transfers, limits will be set at the time you use the service and will be disclosed to you prior to your use of the service.

e. Mobile Banking

You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you must use Mobile Banking in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Mobile Banking, the service may be accessed using any biometric login recognized by your wireless device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to Mobile Banking if you have authorized biometric login. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

f. Visa Debit Card

There is no limit on the number of Visa Debit Card purchase transactions you may make during a statement period. However, there are daily transaction frequency limits of twenty (20) transactions. Visa purchases are limited to the balance available in an account. In addition, you may not make more than $2,000 in purchases per day. We reserve the right to refuse any transaction that would draw upon insufficient funds or 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. You are solely responsible for any disputes you may have with merchandise or services received using the Visa Debit Card. We are not responsible for any damages, liability or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of a Card and Account with us are subject to the following conditions:

1) Ownership of Cards. Any Card or other device that we supply to you is our property and must be immediately 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, according to instructions. The Card may be repossessed at any time at our sole

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discretion without demand or notice. You cannot transfer the Card or Account to another person.

2) 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 the account with us in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

3) Visa Account Updater Service. The account you have with us is automatically enrolled in the Visa Account Updater Service (VAU). The service is provided as a benefit in order to facilitate uninterrupted processing of recurring charges you have authorized. Under the VAU service, if you have authorized a participating merchant to bill your Card for recurring payments, your new Card number and expiration date will automatically be sent to that merchant if we change your Card number (i.e. when replacing a lost or stolen Card). Card numbers are only supplied to merchants who participate in the VAU service. Because not all merchants participate in the VAU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to the account. You may opt out of the VAU service at any time by calling us at 713-864-0959 or toll free at 800-809-0600 or visiting us online at www.htfffcu.org.

4) Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by Visa International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee as set forth in "Our Rates & Service Charges" for any card transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States.

3. Security of Personal Identification Number

The Personal Identification Number (PIN) is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on the accounts with us. If you authorize anyone to have or use your PIN, that authority will continue until you specifically revoke such authority by notifying us. You understand that person may use the online account access, online services or check card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature in authorizing transactions.

If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying us and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and we suffer a loss, we may terminate your electronic fund transfer and account services immediately.

4. Member Liability

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of the accounts you have with us. However, tell us at once if you believe anyone has used the account, Card or PIN and accessed the accounts with us without your authority, 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. For Visa Debit Card purchase transactions, if you notify us of your lost or stolen card you will not be liable for any losses provided that you were not negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim.

5. Charges for EFT Services

There are certain charges for the EFT services as set forth on "Our Rates and Service Charges." We reserve the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to service charges under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from the account with us if you elect to complete the transaction.

6. Our Liability for Failure to Make Transactions

If we do not complete a transfer to or from an account with us on time or in the correct amount according to our agreement with you, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by internet browser providers such as Microsoft (Microsoft Internet Explorer), Apple (Safari), Mozilla (Firefox), Google (Chrome) or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online access service and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. Our Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction, the account is terminated, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if our Credit Union's online access system was not properly working and such problem should have been apparent when you attempted such transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If the account with us is frozen because of a delinquent loan or is subject to legal process or other claim.
- If the error was caused by a system beyond our Credit Union's control such as your Internet Service Provider, any computer

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virus, or problems related to software not provided by our Credit Union.
- If you have not given our Credit Union complete, correct, and current instructions so our Credit Union can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact our Credit Union about its replacement.

We may establish other exceptions in addition to those listed above.

7. Termination of EFT Services

You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of the account or PIN breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code.

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

8. Notices

We reserve the right to change the terms and conditions upon which this service is offered.

9. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) 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.
- 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.
- 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 or code on your card.
- Report all crimes to law enforcement officials immediately.

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