



ONLINE BANKING AGREEMENT, BILL PAY, MONEY MANAGEMENT, AND PURCHASE REWARDS END USER LICENSE AGREEMENT

ONLINE BANKING AGREEMENT

This Agreement and Disclosure describes the terms and conditions of Online Banking, the Internet banking service of DuGood Federal Credit Union, and additional information required by use terms and conditions of Online Banking. Online Banking is a consumer electronic banking service that allows you to access your account information, check balances, transfer funds and, if you elect to register for the additional service (and are approved), to pay bills. For additional disclosures related to the electronic transfer of funds, please refer to the credit union's Electronic Funds Transfer disclosure.

DEFINITIONS

The following definitions apply in this Agreement. "Online Banking" is the internet-based service providing access to your DuGood Federal Credit Union account(s). "Online Account" means any account from which you will be conducting transactions using a service. "Time of Day" references are to Central Standard Time or Central Daylight Time, as applicable. "We", "us", "our", or "DuGood" refers to DuGood Federal Credit Union which offers the services and which holds the accounts accessed by the services. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer.

ACCESS TO SERVICES

DuGood will provide instructions on how to use Online Banking and Bill Payment Services. You may gain access to your Online Banking Accounts through the use of your internet-enabled device, your Internet Service Provider, your Password and your User ID or utilizing Biometric Identification (Touch ID or touchscreen fingerprint). You may use Online Banking any time, day or night, seven days a week. Online Banking, however, may occasionally be temporarily unavailable due to Bank record updating or technical problems. Access to the service may be slower at times due to high internet traffic or other factors beyond our control. In addition, access to Online Banking is made available according to the terms of a third party service agreement among DuGood, Digital Insight and FIS. FIS processes all Bill Payment transactions. Any interruption of services or access caused by Digital Insight or FIS may prevent your use of Online Banking or Bill Payment Services. We are not responsible for any delays or difficulties you may have in accessing the services or certain features. You acknowledge and agree that Online Banking and all available services are provided on an "AS-IS", AS-AVAILABLE" basis. DuGood's Internet address is www.dugood.org.

COMPUTER & INTERNET ENABLED DEVICE REQUIREMENTS

You will need to provide, at your own expense, a computer or other internet enabled-device, have Internet access through an Internet Service Provider and Internet browser software. Your Internet or other web browser software must support a minimum 128-bit SSL encryption. We are not responsible for any errors or failures caused by any malfunction of the computer or any computer virus or related problems that may be associated with access to or use of the services or the computer. We also are not responsible for any losses, injury, damages or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

ACCESS

If two or more depositors are joint owners of the account accessed by Online Banking, each may have access to the account through Online Banking. When your Online Banking is linked to one or more joint accounts, we may act on the verbal, written, or electronic instructions of any authorized owner regarding your service for those accounts. Each person on a joint account will be liable for all transactions that were made on that account by all other joint account holders of that account. It is your responsibility to notify us if a joint owner should no longer be given access to the joint account through Online Banking. Notices sent to the address of one account holder are binding on all account holders. We recommend that you print or store a copy of this Agreement for your records. If you are unable to print or store a copy of this Agreement, please call us and we will mail you a paper copy of the Agreement.

PASSWORD AND USER ID SECURITY/BIOMETRIC IDENTIFICATION

You must enter your Online Banking User ID and Password at the start of each Online Banking session. These are for your personal use and you agree to take reasonable precautions to safeguard the password and keep your User ID and Password confidential in order to prevent unauthorized access to your accounts. You agree not to reveal the password to any unauthorized person. However, if you should provide your User ID and Password to another person(s) to make transactions on your behalf, both you and such person(s) are bound by the terms and conditions outlined in this agreement. You agree to assume responsibility for all transactions up to the limits allowed by applicable law. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization. You should change your password from time to time for security purposes. Every time you sign on, we will ask for your User ID and Password. We can recognize you based on the computer you use to access online banking. If you sign on from your own computer, we can mark it with a browser cookie that helps us recognize you every time you sign on. If we don't recognize your computer, we will ask you to retrieve a one-time passcode sent via text message or voice call to a phone number you have previously determined to help us recognize you when you log on from a new computer.

If at any time you have forgotten your password, you may use the Forgotten Password System through the "I can't access my account" link. This link is located on the incorrect Password/User ID page. Click on the link and follow the on-screen instructions. This feature will enable our customers to retrieve their own lost or forgotten passwords and User ID's without having to contact the bank.

The institution also provides an alternate method to access the Mobile Banking Application through biometric identification (Touch ID or touchscreen fingerprint). If you choose to utilize the Touch ID access method, we can accept and act upon identification communicated to us from that mobile device, and we can grant you access to your account(s) without further action or responsibility on our part to confirm your identity. If you allow any other person's biometric identification to be associated with a mobile device that you have registered for your biometric identification (Touch ID or touchscreen fingerprint), then you are authorizing that person to access and transact in your Mobile Banking to the same extent as if you shared your User ID and Password with that person. You understand that setting up an enrolled fingerprint of an individual other than yourself allows access to your account(s) whether they are authorized owners or signers on the account(s). Enabling biometric identification (Touch ID or touchscreen fingerprint) on a mobile device that you share with another person is strongly discouraged.

SERVICES AVAILABLE THROUGH ONLINE BANKING

In addition to viewing account information and transaction history, you may use online banking to conduct the following:

- **Transfer funds** among your checking accounts, statement savings accounts and money market accounts. When you request a fund transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. Your ability to transfer from Money Market Accounts or Statement Savings Accounts is limited. You may not make more than six transfers per month to another account with us or to a third party by means of preauthorized or automatic transfer, order of instruction, or online banking, and the six such transfers can also be made by check, draft, debit card, or similar order made by you and payable to third parties. Transfers from Statement Savings and Money Market Deposit Accounts through this service are counted against the permissible number of transfers prescribed by federal law. All Bill Payment and Transfers are subject to the terms and conditions of the deposit account being accessed. Please see the Account Agreement for more detail about these restrictions.
- **Schedule recurring transfers.** When scheduling a recurring transfer, the transfer takes place 7 AM Eastern Time on the business day that the transfer was scheduled to occur. If the date of transfer is not a business day, the transfer will occur on the next business day.
- **Account Information.** You may check the balances in your accounts that are accessed by Online Banking.

NOTE: The balance figure displaying in your online account may not reflect your most recent debit or credit transactions and may also include funds which may not be immediately available for withdrawal. It is your obligation to record and track all of your transactions.

- **Set up notifications.** When requesting notifications, note that the information is valid as of the time you receive the information.
- **See if a check has cleared and view image.**
- **Stop payment of Checks.** You may stop payment on a check(s) that you have written from your checking account that has not already been paid or certified. We will not take action on your stop payment request until we actually receive the completed request. Typically, an electronic request for a stop payment on a check is received by us on the next business day we are open.
- **Bill Payment.** The Bill Payment service permits you to direct payments to businesses or individuals you wish to pay from the designated online Bill Pay Funding Account selected during the enrollment process. Your Bill Pay Funding Account must be a checking account.
- **Arrange reminders for loan payments.**
- **Utilize a personal reminder notification.**
- **View online Statements (eStatements).** You will continue to receive your regular account statement either monthly or periodically, depending on the type of account. Online statements are electronic versions of the deposit statements you receive in the mail. Online access means that you can view your statements at any time, from any location, via your online banking service. To access your e-statement, just click on the link "online statements" from the account access page.

- **Third Party Services.** In connection with your use of Third Party Services, or any other services provided in connections with them, you may be made aware of services, products, offers and promotions provided by third parties (“Third Party Services”). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services. You understand that in conjunction with your registering for Online Banking, DuGood may make available to you, either directly or through third parties, additional online services. You may choose to use one or more of these services at your option, but there is no obligation to use any of these services. You understand that as a condition of providing these services, you must accept any additional applicable terms and conditions presented when you register for a service.
- **Third Party Websites.** The Services may contain or reference links to websites operated by Third Party Services (“Third Party Websites”). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service or any other services provided in connection with them is not and does not **imply an affiliation**, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Websites. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.
- **New Services.** New services may be introduced to online banking from time to time. DuGood will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you, concerning these services.

EMAIL USE

We may, if you use our Scheduled Recurring Transfers or Notification features, send account information to the email address you designate. Sensitive information such as account numbers will be only partially shown (masked). Other than these notices, we will not send to you, and we strongly suggest that you do not send to us, any confidential information regarding your accounts via the public Internet, as it is not necessarily secure. We will not send you email requesting confidential information such as account numbers, PINS or passwords. If you receive such an email allegedly from us, do not respond to the email and notify us by calling (409) 899-3430.

LIABILITY FOR UNAUTHORIZED USE

You will notify the credit union immediately if you believe that your password has become known to an unauthorized person. Notifying us by phone is the best way of keeping possible losses to a minimum. If you believe that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

NOTIFICATION OF UNAUTHORIZED TRANSACTION OR A LOST OR STOLEN ACCESS DEVICE

If you believe your password has become known by an unauthorized person or that someone has transferred money or made payments without your permission, immediately call DuGood at 409-899-3430. Circumstance beyond our control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that we have taken.

- A court order or legal process prevents us from making a transfer or payment.
- You have previously reported or if we have a reasonable basis for believing that an unauthorized use of your password or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the credit union terminates this Agreement.
- The payee does not process a payment correctly or in a timely manner.
- There may be other exceptions stated in our other agreements with you.
- If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to process the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

VIRUS PROTECTION

You agree that we are not responsible for any electronic virus that you may encounter using Online Banking. We encourage you to routinely scan your computer using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

BILL PAY END USER LICENSE AGREEMENT

IN ADDITION TO THE ABOVE CONTENT, IF YOU ARE A CURRENT USER OR DECIDE TO USE THE BILL PAY SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF SERVICE.

INTRODUCTION

DuGood Federal Credit Union (DUGOOD), ("we", "us," "our") and you are entering into this Agreement for us to provide you with access to our online bill delivery, payment and management services (the "*Bill Pay Services*"), our Bill Pay website (the "*Bill Pay Site*"), and our data (the "*Data*") in consideration of the payment of the fees we charge and subject to the terms of this Agreement. In this Agreement, "*Biller*" means a third party whose billing statements you have requested us to present to you online under the terms of this Agreement, and "*Business Day*" means every Monday through Friday, excluding Federal Reserve holidays. Bill Pay is an Access Option to perform withdrawals or transfers on your account(s) by electronic technology. Your rights and responsibilities concerning your account(s) are covered by your Membership Disclosure and your Membership Fees Schedule document, our Privacy Disclosure.

METHOD OF PAYMENT

When you sign up for the Bill Pay Services, you must designate a personal checking account with us as your default Bill Payment Account. If you own multiple checking accounts and wish to use them to make payments, you can contact us to add those accounts for you. We will make payments for you from the account you designate, either electronically, or using a paper draft drawn on your account. You agree to maintain a balance in your checking account that is sufficient to fund all payments you initiate. You further agree that we may charge a service fee for any returned payment, including, but not limited to, returns resulting from insufficient funds in your account, the fact that your account is closed, or because you provided incorrect account or routing information to us. You agree that if there are insufficient funds in your account, we may (but we are not obligated to) advance the funds to make payment to the payee. You agree to pay us promptly on our request for any amounts that we have provided to fund any payment you have requested.

BILL PAY MANAGEMENT

You are responsible for your bill pay management; including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule.

Per Federal Regulations, a standard Checking account is required to participate in the Bill Pay service. Savings or Money Market accounts are not eligible. All payments are made in United States (U.S.) funds, and may not exceed \$10,000.00 per transaction; and \$20,000.00 aggregate transaction total per day. Upon request and approval, transaction limits may be modified for specific Members based on their historical usage and/or their current available funds.

You may not make payments to Collection Agencies, Clearinghouses, or State, Federal or Local Government Agencies. You may make Utility Payments to a local Government. However, you may not pay any type of Tax Payment or Tax Obligation with this service. Nor may you make payments outside of the United States.

Do not use Bill Pay to pay your DUGOOD Real Estate or Consumer Loan, or VISA Credit Card obligations, use the "*Transfer*" function within Online Banking instead, and select an "*Immediate*" or a "*Scheduled*" transfer, or contact us for further assistance. To initiate Automatic Repayment Transfers to a Credit Union Loan or Credit Card, from your Credit Union Checking or Savings, contact us at 409-899-3430, or email DuGood@DuGood.org.

FUNDS AVAILABILITY

Payments will be debited from your account 1-3 days immediately following the date the payment is scheduled to be sent to the Payee, as designated by you in your instructions. If the payment is scheduled to be debited from your account other than on a Business Day, it will be debited from your account on the following Business Day.

Funds must be available in your Bill Pay account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a Non-Business Day, funds must be available in your Bill Pay account the following Business Day. Bill Pay may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

If your Bill Pay account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the Bill Pay Service will make three attempts to retrieve the funds. If the payment is over \$500.00 and is issued by check, the Bill Pay Service will immediately place a stop on the check.

DuGood shall have no obligation or liability if a transfer or payment is not completed because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Pay Service. The Bill Pay Service will place a block on your bill payment access until you can make good on the funds. The Bill Pay Service will attempt to notify you via the email address they have on file for you to inform you that your account is blocked. If the Bill Pay Service is unable to collect funds within 45 days of your scheduled payment, they will begin the process of retrieving the funds through the collections process.

STOP PAYMENTS

After a scheduled payment has been remitted, but not yet paid from your account, you may stop payment by notifying the Credit Union at 409-899-3430. However, we will continue to charge your funding account for other recurring payments until the expiration date you set for the payments or the date you cancel the recurring payments through the Bill Pay Service, whichever occurs sooner. A Stop Payment Fee may be charged to your account, if a Stop Payment or Check Copy Request was not due to a Credit Union error. This fee may be charged in addition to a Research Fee, charged for payment inquiries. Stop Payments are not available on Electronic Payments made by Electronic Funds Transfer (EFT). Stop Payments are available on Check Payments only.

OUR RIGHT TO REFUSE TO MAKE PAYMENTS

You agree not to use the Bill Pay Service to make payments to payees outside the United States (a "Prohibited Payment") or that are a Specifically Designated National (SDN) or Sanctioned Country by the Office of Foreign Asset Control (OFAC). You further agree that the following payments ("Restricted Payments") are discouraged, but may be scheduled at your own risk: (i) tax payments to the Internal Revenue Service or any state or other government agency, (ii) court-ordered payments, such as alimony or child support, or (iii) payments to insurance companies. In the event we make an error in processing a Restricted Payment, you agree that we will not have any responsibility for any negative impact to you and you will be responsible for collecting any overpayment we have forwarded. The fact that we make a mistake in processing a Restricted Payment does not mean that we cannot collect from you or your account any funds we sent to the payee on your behalf. We will not notify you if you attempt to make a Prohibited Payment or a Restricted Payment and we will not be liable if we do not make a Prohibited Payment or a Restricted Payment. We may refuse to make any payment that we believe to be prohibited by law.

IF YOU FAIL TO MAINTAIN A BALANCE IN THE FUNDING ACCOUNT THAT IS SUFFICIENT TO FUND ANY PAYMENT THAT YOU INITIATE, WE MAY REFUSE TO MAKE ANY SUBSEQUENT PAYMENT FOR AS LONG AS WE DETERMINE TO BE NECESSARY OR APPROPRIATE OR WE MAY TERMINATE THIS AGREEMENT.

Payment Addresses

We reserve the right to change the address used for paper payments, without notification, in the following situations:

- The information returned by our address cleansing process determines the format of the address does not comply with the United States Postal Service (USPS) standards.
- We have determined that the address provided is not a valid address for the Biller.
- The Biller has closed the address, and provided us (via the USPS) with the new address.
- We have established a relationship with the Biller to send payments to a different address than the one provided on the statement.
- In all cases, we attempt to act in a way to expedite the proper posting of your payment.

BILL PAY SERVICE FEES

Fees payable by you for use of Bill Pay will be charged at the time services are requested, or calculated and deducted electronically from your account on a monthly basis. All fees are subject to change from time to time upon thirty (30) days' notice to you. For more information, please refer to the credit union's Fee Schedule, available upon request, or on our website at www.DuGood.org.

CONSENT TO ELECTRONIC COMMUNICATIONS

This is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("*Communications*") may be provided by electronic means:

1. This Agreement and any amendments, modifications or supplements to it.
2. Your records of any payment and other transactions through the Bill Pay Services, including without limitation payment histories and confirmations of individual transactions.
3. Any disclosures or notices provided in connection with the Bill Pay Services, including without limitation those required by federal or state law (including without limitation initial disclosures, periodic statements, periodic and annual error resolution notices, initial and annual privacy notices, opt-out notices, and change-in-terms notices.
4. Any member service communications, including without limitation communications with respect to claims of error or unauthorized use of the Bill Pay Services.
5. Any other communication related to the Bill Pay Services.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "*in writing*." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use the Bill Pay Services. If you have opened Bill Pay Services with us and you wish to withdraw your consent to have Communications provided in electronic form, you must close your Bill Pay Services as described in the Term and Termination section of this Agreement and stop using the Bill Pay Services. There are no fees to close your Bill Pay Services with us. You agree to promptly update your Bill Pay Services records with us if your email address or other information changes. You may update your Bill Pay Services records, such as your email address, as described in the Changes to Your Information section of this Agreement.

Communications may be posted on the Bill Pay Site or other website disclosed to you and/or delivered to the email address you provide. All electronic Communications will be deemed to have been received by you no later than five (5) Business Days after we send it to you by email or post the Communication on the Bill Pay Site, whether or not you have received the email or retrieved the Communication. An electronic Communication by email is considered to be sent at the time that it is directed by our email server to the appropriate email address. An electronic Communication by posting to the Bill Pay Site is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

CHANGES TO YOUR INFORMATION

You agree to promptly notify us of changes in your contact information, including, but not limited to, name, physical address, email address and checking account information. We are not responsible for any mail we forward to your old mailing or email address prior to your notification.

PRIVACY

We do not sell individual Member names or nonpublic personal information to third parties, and have no intention of doing so in the future. Our official Privacy Disclosure is posted on our website. Subject to our official Privacy Disclosure, we may use, modify, and create new material using your bill content and other personal information only to provide the Bill Pay Service to you. By using the Bill Pay Service, you certify that you are the sole owner of your billing account information, or that you are authorized on behalf of all owners of the billing account information to authorize us to use the information for the purposes set out above.

We will only disclose information about you to third parties if:

1. It is necessary to complete a transaction;
2. It is necessary to verify the existence and condition of your deposit account;
3. It is necessary to comply with a governmental agency or court order;
4. It is permitted by law;
5. You give us your written permission; or
6. You ask us to assist with posting of a payment at a payee.

JOINT OWNERS

You may establish your account to use the Bill Pay Service with another party. An account having more than one owner is called a joint account. Each joint owner is bound by all the terms and conditions of this Agreement, and all references to "you" and "your" in the Agreement shall include all joint owners. Each joint owner agrees to be jointly and individually responsible for all charges and other obligations of any and all joint owners under this Agreement. Unless we are otherwise notified, in writing, by all owners of an account, each joint owner has full and independent authority to use the Bill Pay Service, the Bill Pay Site, and the Data as if they were the sole owner, and without the consent of or notice to any other joint owner.

Such powers include, without limitation, the authority to:

1. View all billing data and pay bills or other obligations of any joint owner;
2. Order the payment or transfer of funds from the funding account, whether or not such joint owner is an owner of the funding account;
3. Receive notices, confirmations, statements, demands and other communications concerning the Bill Pay Service for and on behalf of all owners;
4. Terminate, modify or waive any provision of this Agreement to the extent permitted herein;
5. Close the account at any time.

Unless we are notified in writing by all owners of an account, we may:

1. Honor the orders and follow the instruction of any one joint owner, without liability to any other joint owner(s), and without any obligation to give notice to other joint owners, or to inquire whether such other owners consent;
2. Honor any payment order from a joint account owner even though it may create an overdraft in any account (and all joint owners are jointly and severally liable for repayment of overdrafts created by any joint owner);
3. Honor stop payment requests (including orders that no further payments be permitted from the account) from any joint owner, whether the original payment order was authorized by that owner or another joint owner; and
4. Treat any notice required or permitted to be given concerning the account as being given to all joint owners when such notice is given to any one joint owner.

SERVICE AND SUPPORT

We have contracted with a non-affiliated third-party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the DuGood Federal Credit Union. **For service and support of the Bill Payment product, please contact the Credit Union at 409-899-3430 or DuGood@DuGood.org.**

USAGE LIMITATIONS, OBLIGATIONS AND AVAILABILITY

You agree that you will not provide access to the Bill Pay Services to any party other than yourself and other joint owners of your Bill Pay account, and you will take reasonable precautions to safeguard your password and keep it confidential. If you permit other persons to use the service or your password or other means to access your account, you are responsible for any transactions they authorize. You agree to use the Bill Pay Services and the Data only for lawful purposes. You are responsible to provide at your own expense all necessary telephone lines, Internet connection and equipment needed to access the Bill Pay Services. You must maintain the confidentiality of your assigned user name and password for the Bill Pay Services and you are responsible for all charges incurred under your user name and Access Identification (ID), unless otherwise provided under these terms. The availability of the Bill Pay Services, the Bill Pay Site and the Data may be subject to interruption and delay due to causes beyond our reasonable control.

CUT OFF TIME

Same Day payments must be scheduled on a Business Day by 4:00 PM Eastern Time (ET). Payments scheduled after 4:00 PM ET will be processed the Next Business Day. Payments cannot be changed or canceled after 4:00 PM ET; the payee must be contacted directly for any payment adjustments needed in these circumstances. Business Days do not include Saturdays, Sundays, or Credit Union and Federal holidays.

ENTIRE AGREEMENT

These terms and any terms or rules disclosed in the Bill Pay Site regarding use of the Bill Pay Services are the entire understanding and agreement between you and us with respect to the Bill Pay Service and supersede any other oral or written agreements.

CHANGES TO THE BILL PAY SERVICE AND THIS AGREEMENT

We reserve the right to change the Bill Pay Services and this Agreement, including fees, in our sole discretion and from time to time, without notice to you except as required by applicable law. If you do not agree to any amendments, you may stop using the Bill Pay Services and terminate this Agreement as described below. Your use of the Bill Pay Services after you are notified of any change will constitute your agreement to the change.

TERM AND TERMINATION

You may terminate (cancel) this Agreement by providing us with at least thirty (30) days' prior written notice of termination, provided, however, that we may require you to contact the Credit Union via telephone 409-899-3430 to arrange for account closing and to confirm your identity. We may terminate this Agreement at any time upon notice to you, which may be delivered via email to your email address reflected in our records. In addition, if either party breaches a material provision of this Agreement, then the other party will have the right to terminate this Agreement immediately by giving notice to the party in breach. The termination of this Agreement shall not affect any fees or charges already due to us from you. Your bill pay account will be terminated due to inactivity if no bill is paid for a ninety (90) day period. If your account was terminated due to inactivity, you are eligible to re-establish a bill pay account.

DISCLAIMER OF WARRANTY

YOU EXPRESSLY AGREE THAT USE OF THE BILL PAY SERVICE AND THE DATA IS AT YOUR SOLE RISK, AND THE BILL PAY SERVICES, THE BILL PAY SITE, AND THE DATA ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE BILL PAY SERVICE. OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR THE BILL PAY SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.

You must select the processing date for any payment, or specify a payment rule in the system that automatically selects this date for you, for each bill received. This date should be at least six (6) Business Days prior to the payment due date to ensure that there is enough time for the Biller to receive and post the payment to your account. As we cannot control the USPS or other aspects of the various systems and processes that together ensure that your payments get from us to your Billers, we cannot guarantee that any payment will be received by the payment due date, and we are not responsible for any costs, expenses or other damages you incur if your payment is not received by the Biller on or before the payment due date. However, if you have followed our rules, allowed us sufficient time to make the payment, and we have issued you a confirmation number for a payment, we will reimburse you for any late charge assessed to you because we did not send that payment, up to a maximum of \$50.00 per late payment, unless we are not responsible to you for one of the reasons listed below. We may require that you provide us with satisfactory written documentation of any late fee before making reimbursement to you.

THIS IS OUR ONLY OBLIGATION TO YOU FOR ANY PAYMENT DELAYS OR FAILURE. IN ADDITION, IF YOU DO NOT FOLLOW THESE RULES OR IF YOU DO NOT ALLOW US ENOUGH TIME TO COMPLETE A PAYMENT, YOU ALONE ARE RESPONSIBLE FOR ANY PENALTIES OR LATE CHARGES ON THAT PAYMENT.

We may set an expiration date for any payment check we issue from our own account. If we do this, we may stop payment of the check if the payee does not cash the check on or before the expiration date. We will then notify you and issue a credit to your funding account for the amount of the check.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

1. Your funding account does not contain sufficient funds to complete the payment or the charge is rejected or returned by your bank or financial institution.
2. Your funding account is closed.
3. You attempt to make a same day payment after 4:00 PM Eastern Time (ET), or on a Non-Business Day.
4. We identify you as a credit risk and choose to complete all your payments by paper means, or to terminate your use of the Services.
5. The payee rejects or returns the payment for any reason.
6. Your equipment, software or any communications link is not working properly.
7. The Bill Pay Service is down and you know or we have told you about the problem before you send the payment.
8. You have provided us with incorrect information about the payee you wish to pay.
9. The payee mishandles or delays handling or posting any payment we send.
10. Circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays) prevent or delay the transfer or payment from being completed.

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons. If we duplicate a payment or process a payment for the wrong amount, we will use our reasonable best efforts to recover your funds from the payee. However, if an overpayment causes a credit to your account with a payee, we may notify you of that fact and you will be responsible to make appropriate arrangements with the payee to receive a refund of the credit or have it applied against future balances. You will remain responsible to reimburse us for any funds we have paid on your behalf.

INDEMNITY

You agree to defend, indemnify and hold us harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of the Bill Pay Services or the Data.

PERIODIC ACCOUNT ACTIVITY STATEMENT

We will send you a monthly account activity statement. Your statement will include a summary of all your account activity and transactions for the preceding month (the "*Periodic Account Statement*"). You agree to promptly review each Periodic Account Statement and to notify us immediately if there are any suspected unauthorized payments or errors.

PROCEDURES IF YOUR ACCESS ID HAS BEEN LOST, STOLEN, OR COMPROMISED OR THERE HAS BEEN UNAUTHORIZED USE OF YOUR USERNAME AND PASSWORD. IF YOU BELIEVE THAT YOUR USERNAME AND PASSWORD HAS BEEN LOST OR STOLEN, OR THAT SOMEONE IS ACCESSING YOUR ACCOUNT WITHOUT YOUR PERMISSION, NOTIFY US IMMEDIATELY IN ORDER TO KEEP YOUR POSSIBLE LOSSES DOWN. YOU ARE RESPONSIBLE FOR ALL PAYMENTS AUTHORIZED BY USE OF YOUR USERNAME.

The following is our contact information: Telephone Number: **409-899-3430**

Email Address: DuGood@DuGood.org

Mailing Address: **DUGOOD P. O. Box 12899, Beaumont, TX 77726**

If your account statement shows payments through the Bill Pay Services that you did not authorize, notify us **IMMEDIATELY**. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any of the electronic funds transfers from your account after the close of this sixty (60) day period and before you notify us if we can prove that we could have prevented the unauthorized electronic funds transfers had you told us in time. If a good reason (for example, a hospital stay or a long trip) prevented you from telling us sooner, we may, if we choose, extend this time.

An "*unauthorized electronic funds transfer*" is an electronic funds transfer conducted by a person who does not have actual, implied, or apparent authority to use your account, and which does not benefit you. If you give your Access ID to another person, all electronic funds transfers by that person are authorized unless and until you notify us that payments by that person are no longer authorized.

MONEY MANAGEMENT AND ALL PURCHASE REWARDS OFFERS END USER LICENSE AGREEMENT

In addition to the above content, if you decide to use either Money Management or the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS

You are granted a personal, limited, non-exclusive, non-transferable license to electronically access and use the Money Management Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the Money Management Service and the Purchase Rewards Offers, the terms "Service" and "Purchase Rewards Offers" also include any other programs, tools, internet-based services, components, and any "updates" (for example, Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) republish, upload, post, transmit, resell or distribute in any way the material from the Money Management site or from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Purchase Rewards Offers, or any other services provided

in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement;

(iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Purchase Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Purchase Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP

The Service and Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US

You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Purchase Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Purchase Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Purchase Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through

use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Purchase Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Purchase Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future. We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER INSTITUTIONS

Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE, AND ACCESS

We shall have the right, in our sole discretion and with reasonable notice posted on the Money Management site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES

In connection with your use of the Service, Purchase Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES

The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Purchase Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS

You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

PURCHASE REWARDS OFFERS

If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Purchase Rewards

You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

Purchase Rewards Offers Account

You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.