



TFCU ONLINE BANKING USER AGREEMENT

ONLINE BANKING USER AGREEMENT

Below are the terms for TFCU Online Banking service.

These are the Terms and Conditions of the Premier Online Banking Service (herein referred to as Online Banking) for the El Paso Area Teachers Federal Credit Union (herein referred to as TFCU) consumer and business account holders. By subscribing to Online Banking or using Online Banking to access account information, or to make any transfer between accounts or payment to a third party, you agree to the terms of this Agreement. We encourage you to print a copy of this Agreement and to keep a copy of this Agreement for your records. The words "we", "us", "our" and "Bank" refer to TFCU. The words "you" and "your" refer to each person subscribing to Online Banking, and to each person who uses Online Banking with the permission of the subscriber.

Computer Equipment and Internet Use

You are solely responsible for the maintenance, installation and operation of your computer, and for the hardware and software used in accessing Online Banking. TFCU shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will TFCU be responsible for any computer virus that affects your computer or the software while using Online Banking. You acknowledge that the Internet lacks security for transactions. You agree that you provide, receive and request information via the Internet with the knowledge that such information can be intercepted and/or viewed by unknown third parties. TFCU does not guarantee that downloads from its site will not contain a virus or other destructive device. It is your responsibility to protect your information and to maintain your computer with updated virus protection and spyware. You should purchase and install firewalls and antivirus programs to help decrease any potential security breaches.

Any undetected virus or virus that is not removed from your computer may corrupt and destroy your programs, files and even your hardware.

Additionally, you must have an Internet service provider and a 128-bit compliant browser to utilize Online Banking. It will be your responsibility to establish these. Any costs or fees to obtain these services or software are solely your responsibility.

TFCU ONLINE BANKING USER AGREEMENT

Security

TFCU is committed to protecting the security and confidentiality of your account information. We use several different methods to protect your account information:

- You can only access Online Banking with a browser that uses 128-bit encryption
- You must have a valid email address
- You must have a valid User ID and Password to log in
- For your protection, we may temporarily suspend access to Online Banking for any reason, including inactivity

- If no action is taken for a period of time, you will be automatically logged off Online Banking
- We display your previous login date and IP address each time you access Online Banking for you to review

You agree to the following and you agree to ensure that your authorized Online Banking users comply with the following:

- Never leave your computer unattended while using Online Banking
- Never leave your account information displayed where it may be viewed by others
- Always exit the system by logging out
- Notify our Call Center at 915-843-8328, immediately if you suspect unauthorized access to

Online Banking

These security procedures are not implemented for the purpose of detecting errors in your instructions or in their transmission, even if TFCU may take certain actions from time to time to do so. By your continued use of Online Banking, you agree that these procedures, including your security responsibilities described in this Agreement, constitute a commercially reasonable method of providing security against unauthorized instructions. Unless otherwise provided by any applicable law, rule, or regulation, you agree to be bound by any instructions delivered to us as long as they are accompanied by a permitted User ID and Password, even if the instructions are not actually transmitted or authorized by you or your user. You accept responsibility for any unauthorized access to, and action taken through, Online Banking using a valid User ID and Password, whether such access or action is taken by you, your authorized Online Banking user, persons with access to your records, or persons who have obtained access to Online Banking through your failure to maintain adequate control. In addition, you shall indemnify and hold TFCU harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and received and verified by TFCU in compliance with such security procedures.

You acknowledge that neither TFCU nor any person acting on behalf of TFCU will request that you disclose your User ID or your password or disclose security procedures and agree that neither you nor any of your authorized Online Banking users will disclose a User ID or a password or security procedures. You hereby confirm that you have instituted proper controls through your computers, terminals, equipment and procedures to protect your financial information and all User IDs and Passwords, as well as any other security procedures we may require from time to time. Unless otherwise provided by any applicable law, rule, or regulation, you are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to Online Banking services including, if reasonably required, updates to such procedures and monitoring by you of compliance with such procedures. You warrant that no individual will be allowed access to Online Banking in the absence of proper supervision and safeguards and agree to maintain the confidentiality of the security procedures and User IDs and Passwords and related instructions provided by us in connection with the applicable security procedures. If you at any time have reason to believe or suspect that any such information or instructions have been disclosed to or accessed by any unauthorized person or used in a manner not authorized by you, you agree to notify us as soon as practicable, followed by written confirmation as provided under "Changes to Agreement" elsewhere in this Agreement. The occurrence of unauthorized access will not affect any transactions executed in good faith by us prior to receipt of such notification and for a reasonable time thereafter. Consumers should also see the "Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution" section elsewhere in this agreement. If there is a conflict between this paragraph and that section, the latter shall govern in the case of consumers.

Account and Other Eligibility Requirements

To register for consumer Online Banking, you must maintain at least one of the following types of account at TFCU: consumer Checking, Savings, Money Market, Certificate of Deposit (CD), Individual Retirement Account (IRA), or an eligible loan. To register a business for Online Banking, you must maintain at least one of the following types of account at TFCU: Business Checking or Money Market. By entering into this agreement, you agree to maintain your accounts properly, observe and comply with all rules applicable to them, and pay all fees associated with such accounts. Online Banking is offered only to residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, Online Banking is not offered to minors. By using Online Banking, you represent that you meet these requirements and that you agree to be bound by this Agreement.

Account Ownership

Any person with ownership rights to an account, including but not limited to joint ownership, may register and use any or all features of Online Banking. Online Banking transactions performed by an owner of the account will be considered authorized transactions and except as provided in this Agreement, TFCU will not be liable to you for any such transactions.

User Identification (ID) and Password

Your User ID and Password identify and authenticate you to TFCU when you use TFCU's Online Banking service. You will be required to establish a User Identification (ID) and Password during your first online session through our online registration process. You will only be able to obtain a User Identification (ID) if you have an existing account with TFCU that meets the account requirements above. You determine what password you will use and your password is not communicated to us. By establishing a User ID and Password you agree to, and agree to ensure that authorized Online Banking users will:

- Not disclose your User ID and Password or otherwise make it available to anyone else, including other joint owners on the account
- Be liable for your User ID and Password and for its authorized and unauthorized use as described in this Agreement
- Change your password regularly
- Notify Customer Service at 915-843-8328 immediately of any loss or theft of your User ID and Password

For security purposes, your passcode must meet complexity requirements:

- At least 10-characters.
- At least one uppercase alphabetic character (e.g., A-Z).
- At least one lowercase alphabetic character (e.g., a-z).
- At least one number (e.g., 0-9).
- At least one special character (e.g., ~!@#\$\$%^&*()_-=).

Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

You acknowledge that we are entitled to rely on the use of your User ID and Password as your authorization for any transaction through Online Banking. You are responsible for all transactions you initiate or authorize using Online Banking. If you permit any other person to use your Online Banking User ID and Password, you will have authorized that person to access your accounts, and you are responsible for any transaction that person initiates or authorizes from your accounts. If you suspect unauthorized use of your User ID and Password, please follow the procedures outlined in the "Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution" section of this Agreement. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder.

Online Banking Services

After you successfully register for Online Banking, you will have access to your eligible accounts, which include Checking, Savings, Money Market, CD, IRA. If you are a consumer Online Banking customer, you will also have access to eligible loans. If you are a business Online Banking customer, you will have "view" and "transfer to" access to eligible loans. Initially, information regarding activity for up to the most recent three months will be available to you. Information about additional activity will become available to you periodically, until the most recent fourteen months are available to you at any time. For those eligible accounts, you will be able to:

- View balance information
- View transaction history
- Search for transactions
- View images of the front and back of your checks

- Order a copy of your cancelled checks (when available)
- Import certain account information into Intuit Quicken, via Web Connect
- Send us secure messages regarding your accounts or Online Banking and receive secure messages ("Message Center")
- Setup multiple users to allow you to control access to your account. You can create "read only" or "full access" features for your family or business partners and associates.
- Establish alerts to notify you when certain balance conditions are met, when transactions occur, when you have received Messages from TFCU or when e-statements are available. You may choose to receive alerts via email or mobile text (your carrier's standard text messaging rates will apply). To ensure delivery, data must be entered in the required format.
- Conduct internal fund transfers (member to member), recurring transfers, and external transfers to and from other financial institutions.
- If you also choose to register for the Bill Pay service, you will be able to issue a bill payment to a third party from your Payment account.
- Update Personal Information. This feature allows you to update your address, phone number, work number, and email address without having to visit a TFCU branch office.

All instructions or requests provided to TFCU via Online Banking will be deemed to be written instructions, with the same effect as written instructions provided to TFCU on paper and signed by you. If you ask us to make periodic transfers or payments at regular intervals, that request will have the same effect as written instructions to us signed by you.

System Availability

You may access your account information through Online Banking 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond TFCU's control.

Daily Processing Deadlines

TFCU's business days are Monday through Friday ("Business Days"). Saturday, Sunday and Federal holidays are not considered Business Days. Online Banking transactions, such as funds transfers, that occur before our daily Online Banking cutoff time on Business Days will be reflected in your transaction history the following Business Day. Online Banking transactions, such as funds transfers, that occur after our daily Online Banking cutoff time on Business Days or all-day Saturday, Sunday, and Federal holidays will be reflected in your transaction history on the second Business Day. Transactions that have occurred and that are not yet reflected in your account history may affect your available balance. In addition, the amount of such transactions may appear in the available balance fields in Online Banking.

Transfers

You may transfer funds to your loan here at TFCU or between your Checking, Savings and Money Market accounts (Money Markets are regulated to only three electronic transfers per month on debits). You will be able to make funds transfers that are effective when you complete the transfer online, schedule future-dated transfers, and establish recurring transfers. The available balance in the account from which the withdrawal for the transfer will be made (FROM account) and the available balance in the account to which the transfer will be credited (TO account) will be updated as soon as the transfer is complete. The maximum dollar limit on any transfer is equal to the available balance in your account from which the transfer is being made (FROM account), including the available balance in any other account being debited that is associated with the account, at the time the transfer is completed by TFCU.

You will also be able to transfer funds to another financial institution, Credit Union or Bank, and only to a savings or checking account. (Western Union not included) You will also be able to transfer funds from your savings or checking account at another financial institution, Credit Union or Bank, to your savings or checking account here at TFCU. The maximum dollar limit you will be able to transfer to or from another financial institution will be up to \$1,000.00. The transfer amount cannot exceed the maximum dollar limit (\$1,000.00) or the available balance in the account from which the transfer is being made (FROM account), including the available balance in any other account being debited. Transfers made to and from another financial institution will appear in the account within three Business Days from the date you have completed the transfer. Transfers completed to and from another financial institution on Saturdays, Sundays, Holidays and after Business hours will be processed the following Business Day by TFCU and

appear in the account within two business days from the date it was completed by TFCU. You will need to use your Bill Pay or Online

Banking to pay your other bills such as utilities, credit cards, or any other merchants. No International Transfers will be allowed.

Any transfers to pay your loans at TFCU from your savings account or checking account from another financial institution will not be offered through the Transfers, however, we do offer this service by Filling out an Authorization Agreement for Direct Payment Form at any of our branch offices.

Our Right to Delay or Reject Transactions

Even though you may request a transaction it may be delayed or TFCU may reject the transaction without liability, if: (1) the request is untimely, incomplete, inaccurate or ambiguous in any respect, (2) the requested transaction may exceed either the collected and available funds on deposit in designated account, together with the credit limit on an overdraft line of credit you may have established in connection with the particular account (excluding any Overdraft Privilege service you may have); (3) the requested transaction is either not authenticated to Bank's sole satisfaction, or TFCU believes such request may not have been authorized by you; (4) the requested transaction would cause TFCU to violate a law, regulation or a government guideline or program; (5) the requested transaction is not in accordance with any other requirement stated in this Agreement, or is objectionable to TFCU for any other reason, in Bank's sole discretion; (6) Bank's system was not working properly and you knew about the breakdown when you started to submit the transaction; (7) circumstances beyond our control (such as fire, flood, mechanical or electrical failure) prevent the transaction, despite reasonable precautions we have taken; or (8) if TFCU reasonably believes completing such transaction would result in Bank's exposure to liability or risk beyond that contemplated by this Agreement. TFCU may treat such requested transaction as though it had not been received. In the event a transaction is rejected by Bank, for any reason, it shall be your responsibility to remake the transaction.

Restrictions on Transfers from Savings and Money Market Accounts

There are certain restrictions on transfers or withdrawals you may make out of a savings or money market account. Please see your account agreement for details.

Fees/Charges

Many of the Online Banking services are provided free of charge. Some account services requested through Online Banking may require payment of a fee. Refer to the fee schedule for your consumer or business account for a complete listing of fees. Fees will be charged to the account for which the service has been provided, unless otherwise stated. Fees and the services to which they apply are subject to change from time to time at TFCU's discretion.

Stop Payments

This section refers to your ability to stop payment on a check that you have written. It does not allow you to cancel an Online Bill Payment or other electronic payment (such as an ACH payment). Once a bill payment has been debited from your account and paid electronically, you cannot cancel or stop the bill payment.

For a stop-payment order to be effective, we must receive the request in time to give us reasonable opportunity to act on it. To place a stop payment order via Online Banking, the account number and check number are required. To request a stop payment without this required information, contact 915- 843-8328. Unless your request is complete and accurate, we may be unable to identify the item subject to your request.

A stop-payment order may be made and will be honored when made by the maker of the check or any other account owner who has withdrawal rights at least equal to the rights of the maker of the check. Stop Payment orders placed using Online Banking are considered written stop payment orders. We reserve the right to require an actual,

physically-signed written stop payment order at any time. Written stop payment orders are effective for six months and may be renewed in writing for an additional six months only by one of the methods that follow:

Use Message Center to request that we extend the Stop Payment period for an additional six months. The request must include the check number and the account number on which the check was written. Send us a letter requesting that we extend the Stop Payment period for an additional six months. The request must include the check number and the account number on which the check was written. The letter must be sent to:

- TFCU
12020 Rojas Dr.
El Paso, TX 79936

You may check the Stop Payment history screen in Online Banking to verify the Stop Payment orders placed on your account.

You agree to hold TFCU harmless for the amount of the stop payment as well as for all expenses and costs incurred by TFCU through refusing payment of the check on which a stop payment has been placed. You further agree to hold TFCU free of all liability should payment be made contrary to this request, if such payments occur through inadvertence or accident.

Canceling a Stop Payment

A stop payment order placed using Online Banking may only be cancelled by one of the following methods:

Send us a notice using Message Center and include the account number the check was written against and the check number, and the following, if known: check amount, date check written and Payee name.

Send us a letter including the account number the check was written against and the check number. Also identify the following, if known: the check amount, date check written and Payee name. The letter should be sent to:

- TFCU
12020 Rojas Dr.
El Paso, TX 79936

Or

- Visit a TFCU branch

A stop payment order will be released only upon request from the account owner who authorized the stop payment to be placed.

Periodic Statements

TFCU will mail or deliver to you monthly account statements for your TFCU account(s). TFCU will include any transfers or bill payments you authorize through Online Banking on your statement. You should promptly notify TFCU of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by any online service. Unless provided otherwise by law, if you do not notify us of any errors within a reasonable period of time (not to exceed 14 days), after we send or make available to you your statement and/or items, you cannot assert the unauthorized signature or alteration against us even if we are unable to show a loss due to your failure. Also, you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses and before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration. However, if you do not notify us of the problem within 60 days of when we send or make available to you the statement and/or items, you absolutely forfeit any right(s) to assert a claim against us. You must report any other account problem (e.g., erroneous statement or passbook entry, missing signature, unauthorized endorsement, etc.) within a 60-day period or lose your right to assert claim against us.

Disclosure of Information to Third Parties

We will disclose information to third parties about your account or the transactions that you make:

- Where it is necessary to complete authorized transactions.
- Where it is necessary to activate additional services.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or Biller.
- To a consumer reporting agency.
- In order to comply with a government agency or court orders.
- If you give us your written permission.

Address or Banking Changes

It is solely your responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either by using Online Banking or by contacting Customer Service. If you are enrolled in the Bill Payment Service, any changes should also be made in accordance with the procedures outlined in the Online Banking Help files. We shall have a reasonable time to act on such changes. TFCU is not responsible for any payment processing errors or fees incurred if you do not provide accurate information.

Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution

Consumer and Business users, please refer to the EFT Agreement located at the bottom of our website (www.tfcu.coop)

Changes to Agreement

We may, in our sole discretion, change Online Banking services and the terms, including fees, set forth in this Agreement at any time. For example, we may add, delete or amend terms or services, add or change fees, or change or limit the types of accounts accessible by Online Banking. You will be notified of any such change as required by applicable law, either by mail or by Message Center. You understand that by your continued use of the Online Banking service after a change becomes effective, you have agreed to the change.

Electronic Mail (e-mail) and Messaging

Although you may currently have e-mail capabilities, it is important to remember that normal Internet email transmissions may not be secure. You agree to contact us electronically only through Message Center within Online Banking if your correspondence contains confidential information, such as an account number or social security number. You also agree to receive communications regarding your account electronically and will not attempt to circumvent receiving any messages. It is your responsibility to notify us immediately if your e-mail addresses changes. You are deemed to have received any electronic messages at the time we send them to you.

We may not immediately receive e-mail (including Message Center) that you send. You must confirm urgent messages by completing a telephone call to us at the number below. We will have a reasonable opportunity to act on your e-mail requests.

You cannot use e-mail for the following purposes:

To report unauthorized use of User ID and Password (see "Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution")

To report an unauthorized transaction, See the "Notices" section regarding how to report these matters.

Notices

Any notices to us, unless otherwise stated in this Agreement, must be in writing and shall be deemed to have been given or made on the date of delivery, in the case of hand delivery, or five (5) business days after deposit in the United States mail, postage prepaid and addressed as required in this Agreement. If you (i) believe that any error has been made with respect to Online Banking, (ii) dispute any transfer, payment, charge or other entry involving Online Banking, or (iii) believe any security problem exists (including the fact or possibility that any unauthorized person has access to your User ID, password or other security procedures or otherwise has access to Online Banking), then you must promptly notify us by telephone, by calling (915) 843-TFCU (8328) or 1-877-378-3281 and confirm such communication by written notice. We shall not be deemed to have received notice until it has been given written notice as provided herein, but telephonic notice may enable us to act to prevent or limit loss to you that may otherwise occur. Although you will have the ability to transmit electronic mail directly to us using Message Center, no communication through that system or other electronic communication shall be deemed to constitute written notice to us of an error, dispute or security problem.

Communications between You and TFCU

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- Message Center: Use the Messaging feature in Online Banking
- Telephone: you can contact us by telephone at 800-760-2265, option 3
- Mail: you can write to us at:

TFCU
12020 Rojas Dr.
El Paso, TX 79936

- In Person: you may visit us in person at any one of our branch locations.

Indemnification; Limitations on Credit Unions Liability

TFCU will not be responsible for, and you expressly agree to indemnify, defend, and to hold TFCU, its affiliates, service providers contractors and all of their directors, officers, employees, contractors, and agents harmless from, every claim, damage, loss, delay, cost (including, without limitation, attorney's fees) or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties; (b) your negligence or breach of any agreement with TFCU; (c) lack of available funds in your account; (d) any ambiguity, inaccuracy, or omission in any information provided to TFCU; (e) any error, failure or delay due to a breakdown in any computer or communications facility; (f) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), war, emergency conditions, or other natural disasters; (g) causes beyond TFCU's reasonable control; (h) legal constraint, (i) TFCU's inability to confirm to us the authority of any person to act on your behalf; (j) TFCU honoring or acting upon any instructions received in accordance with the security procedures or otherwise in accordance with your instructions or the terms of this Agreement; (k) TFCU failing or refusing to honor or act upon any instructions received that are not in accordance with the security procedures, any user guides or TFCU's instructions; (l) any warranty that TFCU is required or deemed to make to a third party in connection with your transactions; and (m) your failure to comply with NACHA rules or the rules of any clearing house or payment organization that processes its transactions.

Neither TFCU, nor its affiliates, service providers, contractors nor any of their directors, officers, employees, contractors, and agents shall be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of any of their actions or omissions, even if TFCU is aware of the possibility for such damages and regardless of the legal or equitable theory of liability asserted, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

TFCU will use reasonable efforts to provide the Online Banking services in a prompt fashion, but shall not be liable for temporary failure to provide in a timely fashion. In such event, you will be responsible for carrying out business through alternative delivery channels. TFCU will not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to Bank's systems prior to being made available within Online Banking. Information provided via Online Banking with respect to all transactions is provided for your convenience and you shall have no recourse to TFCU as to your use of this information.

Unless otherwise required by law, any claim, action or proceeding by you to enforce the terms of this Agreement must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with TFCU in any loss recovery efforts TFCU may, in its discretion, undertake to reduce any loss or liability that arises in connection with the Online Banking services.

These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. You acknowledge that TFCU's fees have been established in contemplation of: (a) these limitations on TFCU's liability; (b) your agreement to review statements, emails, and notices promptly and to notify TFCU immediately of any discrepancies or problems; and (c) your agreement to assist TFCU in any loss recovery effort. In no event shall the liability of TFCU and its affiliates exceed the average monthly amounts paid by you for the services provided to you through Online Banking in the year preceding any claim you make against us.

THE FOREGOING SHALL CONSTITUTE TFCU'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL TFCU BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Disclaimer of Warranty

ONLINE BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

Recording and Use of Communications

You and TFCU agree that all telephone conversations and data transmissions between you and TFCU or either of our agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means and for any lawful purpose. All recordings and discs, magnetic tapes, security reports and related media and records used by TFCU for transactions contemplated by this Agreement shall remain TFCU's property.

Calls to You

By providing us with a telephone number (including a wireless/cellular telephone), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

Governing Law

This Agreement shall be governed by the laws of the state in which the office of TFCU which maintains your account is located and, where applicable, by federal law. Any issue relating to an account or service with TFCU shall be governed by the law(s) specified in the agreement for that account or service if there is a separate agreement for that account or service. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Waiver of Jury Trial

Where permitted by law, both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement. TFCU reserves the right to select the arbitrator who will handle any disputes arising from this Agreement.

Related Agreements

All rules and regulations outlined in your account agreements apply to Online Banking. State and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations, regulate much of our relationship with you. These laws and regulations, as well as the terms of the Agreement may change from time to time without notice to you unless law requires notice. The Electronic Funds Transfer Act governs some of the transactions permitted under this Agreement, and some terms and conditions included in the Agreement are required by this Act. In addition, certain agreements and documents govern the accounts you access through Online Banking, as they are amended from time to time, including, but not limited to the following:

- Deposit Account Agreement
- Any agreement you may have for a loan that may be accessed through Online Banking
- Fee Schedule

New Services

We, in our sole discretion, may add or change services or features of the Online Banking service at any time. We will update this Agreement to notify you of these new services. If you continue to use Online Banking, you agree to be bound by the terms contained in the revised Agreement.

Termination of Agreement

You may cancel Online Banking at any time. We reserve the right to terminate Online Banking immediately and without notice (1) in the event of improper use of such service, (2) in the event of a failure to comply with the security procedures, or (3) if all of your eligible accounts have been closed for ninety (90) or more days. We may terminate this Agreement with or without cause by providing written notice of such termination to you. Any termination of this Agreement shall not affect any of Bank's rights and your obligations with respect to Online Banking utilized by you, or your payment obligations with respect to services performed by us, or any other obligations that survive termination of this Agreement. Termination of this Agreement will not affect or terminate agreements governing your accounts with TFCU.

Cancellation of Online Banking Service

To cancel your Online Banking Service use Message Center or send us written notification, with your signature, to:

- TFCU
12020 Rojas Dr.
El Paso, TX 79936

Such termination shall only be effective after we have had a reasonable amount of time to act upon the request or the written notice of such termination or such later date as is specified in that notice.

Survival

The sections entitled "Indemnification; Limitations on Bank's Liability" and "Disclaimer of Warranty and limitation of Liability" shall survive termination of this Agreement.

Severability

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

Assignment

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

No Waiver

TFCU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by TFCU. No delay or omission on the part of TFCU in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Entire Agreement

This Agreement (including the Supplements found elsewhere in Online Banking, as the same may be amended from time to time), is the complete agreement between you and us with respect to the subject matter hereof and supersedes any prior agreements, statements, negotiations and understandings between you and us with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and any agreement governing an account of yours, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which TFCU is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between you and us will constitute a modification of this Agreement or the security procedures utilized in connection with Online Banking or constitute an agreement between you and us.

Binding Agreement; Benefit

This Agreement shall be binding upon and inure to the benefit of you and us and our respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against you or us hereunder.

Miscellaneous

You agree that this Agreement is the complete and exclusive statement of the agreement between you and TFCU which supersedes any proposal or prior agreement, oral or written, and any other communications between you and TFCU relating to the subject matter of this Agreement. If there is a conflict between what an employee of TFCU or the Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.