

Members Trust of the Southwest Federal Credit Union  
TERMS, CONDITIONS, AND DISCLOSURES FOR NETBRANCH

(Please read these Terms, Conditions, and Disclosures before using NetBranch by Members Trust of the Southwest Federal Credit Union. You may print this document by clicking on the "Print" button of your Internet Browser. You may also obtain a copy of this document at the Credit Union's offices or by calling us at (713)-681-0339 or our toll free number at (800)-683-6455. After reading this document, if you wish to use NetBranch, please indicate your acceptance of these Terms, Conditions, and Disclosures where indicated below.)

1. General. The terms, conditions, and disclosures that appear below apply to our Members Trust of the Southwest Federal Credit Union (the Services). If you apply for the Services, you agree that your use of the Services will be governed by the terms of your Account Agreement, these Terms, Conditions, and Disclosures, and any additional terms, conditions, or disclosures that may be provided to you when your application is approved. In these Terms, Conditions, and Disclosures the words "we," "us," "our," and "Credit Union" refer to Members Trust of the Southwest Federal Credit Union (MTFCU). "You" and "your" refer to each person who applies for the Services, and each Account owner or other person authorized to transact business on any MTFCU account that may be accessed by way of the Services.

2. Computer Equipment and Software. You will need to have a personal computer, an Internet Service Provider and a browser such as Microsoft Internet Explorer 4.x or higher or Netscape Navigator 4.x or higher to access the Services. You are responsible for any and all telephone access fees or Internet services fees that may be assessed by your telephone company and/or Internet Service Provider.

MTFCU DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, OR SOFTWARE, WITH RESPECT TO YOUR INTERNET SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

We are not responsible for any loss, damage or injury, whether caused by your equipment or software, the Services, or any technical or editorial errors contained in or omissions from any user guide related to the Services. We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the Services, except where the law requires a different standard. You agree to be bound by and to comply with any requirements in any user guide, instructional manual, or other instructions that we may provide to you in connection with the Services.

3. Additional Services. We may introduce new Services or enhance the existing Services from time to time. We will notify you when these new or enhanced Services are available. By using these Services when they become available, you agree that they will

be governed by these Terms, Conditions, and Disclosures as well as any additional terms, conditions, and disclosures we may provide to you.

4. **Overdrafts.** You agree that your use of the Services and your Personal Identification Number (PIN) shall be subject to Overdraft Protection and or Overdraft Privilege as set forth in the Account Agreement.
5. **PIN Security.** You agree to keep your PIN in confidence, to refrain from disclosing your PIN to any third party and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree that the use of the PIN by you, and other applicant, any party to any of your Accounts which may be accessed by the PIN, anyone you permit or authorize to use your PIN, and anyone to whom you shall be liable. You will be responsible for reporting the loss, theft, or compromise of your PIN to us as soon as possible after the loss, theft, or compromise.
6. **Electronic Communication.** You expressly agree that we may send any required disclosures or information to you by electronic communication. The term “electronic communication” means a message transmitted electronically in a format that allows visual text to be displayed on electronic equipment such as a personal computer monitor.
7. **Stop Payment.** When you arrange for a Service, you acknowledge and agree that you may not stop payment of account transfers initiated through your use of the Services.
8. **Termination of NetBranch Services.** You agree that we may terminate this Agreement and your use of the Services if you or any authorized user of your Account or your PIN fail to comply with the terms and conditions set forth in this Agreement, or in any other Agreement you have with us, or if we have reason to believe that there has been or may be any unauthorized use of your Account or your PIN. You or any other party to your Account can terminate this Agreement and the Services by notifying us in writing. Termination will be effective on the first business day following our receipt of your written notice. However, termination of this Agreement or the Services will not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination. Notwithstanding your termination of this Agreement or the Services, you will remain responsible for any transactions initiated by any person to whom you have furnished your PIN.
9. **Amendments to this Agreement.** We reserve the right to amend this Agreement and to change the terms and conditions governing our Members Trust of the Southwest Federal Credit Union Services at any time subject to such notice as may be required by applicable law. Your use of the Services following receipt of any such notice will constitute your acceptance of any such change. Your use of the Members Trust of the Southwest Federal Credit Union Online Services is subject to existing regulations governing your Accounts and any future changes to those regulations.
10. **Enforcement and Governing Law.** You agree to be liable to us for any liability, loss or expense which we may incur as a result of any dispute involving your Accounts or

the Services. You authorize us to deduct such liability, loss or expense from your Account without prior notice to you. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Texas, and by the bylaws of the Credit Union as they now exist or may be hereafter amended. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent that any such law, regulation or rule may be modified by agreement between us.

11. To update or change your e-mail address: Log on to Netbranch, at the main menu, under Profile, click on preferences, under User Preferences click on e-mail address and follow the prompts.

12. To sign-up for electronic-statements: at the Netbranch home page, Under Services, click on Options, Under Service Options, click on Service Enrollment, select E-statements to "enroll". You will begin receiving future periodic electronic-statements at the next scheduled statement cycle.

13. For termination of electronic statements: at the Netbranch home page, Under Services, click on Options, Under Service Options, click on Service Enrollment, select E-statements to "un-enroll". Upon completion of the "un-enroll" process, you will begin receiving future periodic paper statements at the next scheduled statement cycle. Or, you may send the credit union written notice to terminate future electronic periodic statement at:

Members Trust of the Southwest  
Federal Credit Union  
2315 Mangum Rd.  
Houston, TX 77092.

14. For an undeliverable electronic-statement and or e-mail: Upon electronic notification of a returned e-mail and or e-statement, the credit union will print a copy of the item and send to your mailing address on file. The credit union will discontinue future electronic e-mails and or electronic-statements.

15. For periodic statements, the method of delivery is either paper or electronic-statement. You may not receive paper statements in addition to electronic-statements. You may have one or the other, but not both on a continuing basis. There is no charge for the selected periodic statement sent to you.

#### ELECTRONIC FUND TRANSFER DISCLOSURES

The following disclosures provide important information concerning your rights and responsibilities when you make transfers to and from your Accounts using the Services.

1. Contact In Event of Unauthorized Transfer. If you believe your PIN has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call or write to us at:

Members Trust of the Southwest Federal Credit Union  
2315 Mangum Rd.  
Houston, TX 77092  
(713)-681-0339 or Toll Free (800)-683-6455

2. Transfer Types and Limitations.

a. Account Access Services. The following transactions are available through the Services:

- Account balance inquiries and transaction history
- Transfer funds between your Accounts with the same member number including loan payments.
- Download financial information into Quicken
- Conduct other transactions permitted by the Credit Union
- Transactions involving your Accounts, including stop payment requests, if accepted through the Services, will be subject to the terms of your Account Agreement.

b. Transaction Limitations

Regular Share Savings, Money Market and Special Savings Accounts. Government regulations restrict the number of preauthorized and telephone transfers (including transfers by way of data transmission) from your Accounts to no more than three (3) per month. Transfers made through your use of the Services are included when computing the permissible number of monthly transfers made. Transfers from other Accounts or transfers from any Account to your loan accounts with us do not count against this limitation.

3. Business Days. Every day is a business day except Saturday, Sunday and MTFCU holidays.

4. Documentation. All transactions made using the Services will be listed on your monthly Account Statement that you receive from us. If you have no electronic fund transfers on your Account during a month, you will receive an Account Statement from us at least quarterly.

5. Confidentiality. We will disclose information to third parties about your Account or the transfers you make:

- where it is necessary for completing transfers, or
- in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- in order to comply with government agency or court orders, or
- if you give us your written permission

6. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. If you believe your PIN has been lost, stolen or compromised, you should change your PIN immediately using the Services.

Tell us AT ONCE if you believe your PIN has been lost, stolen, or compromised.

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any). If you tell us within two business days, you can lose no more than \$50 if someone used your PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your PIN, and we can prove we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

7. **Credit Union Liability.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have adequate funds in your Account to complete a transaction, your Account is closed, or the transaction amount would exceed your credit limit on your line of credit loan, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet access, or user instructions for making transfers.
- If your computer fails or malfunctions or the Southwest Online Banking Service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent making the transaction.
- If the funds in your Account are subject to an administrative hold, legal process or other claim.
- If you have not given us complete, correct and current instructions so that we can process a transfer.
- If the error was caused by a system beyond our control, such as that of your Internet Service Provider.
- If there are other exceptions that we may establish from time to time.

8. **In Case of Errors or Questions about Your Electronic Transfers.**

Call us at: (713)-681-0339 or toll free at 1-(800)-683-8543

or write us at:

Members Trust of the Southwest Federal Credit Union

Attention: Member Services Department

2315 Mangum Rd.

Houston, TX 77092

as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within ten (10) business days (20 business days if the error involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days (20 business days if the error involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account.

If you give notice of an error within 30 business days after the first deposit to an Account is made, we will tell you the results of our investigation within 20 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) business days to investigate your complaint or question. If we decide to do this, we will credit your Account within 20 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

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