

Online Banking User Agreement

Disclosures

This agreement is the contract that covers our respective rights and responsibilities covering the HOME BANKING and BILLPAYER services offered to you by MemberSource Credit Union. In this agreement the terms "you" and "yours" mean those who request and use the HOME BANKING and/or BILLPAYER services, any joint owners of accounts accessed under this Agreement and/or authorized users of this service. The words "we", "us" and "our" mean the Credit Union. The word "account" means any one or more deposit or loan accounts you have with MemberSource. By requesting and using the HOME BANKING and BILLPAYER services, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments.

Please read this entire Agreement and Disclosure statement to learn about our HOME BANKING and BILLPAYER services.

We disclose the following information to members who participate in the electronic funds transfer (as defined in the Electronic Funds Transfer Act) with MemberSource Credit Union as required by the Federal EFT Act. The information provided covers the HOME BANKING and BILLPAYER services provided by MemberSource. Some specific services described below may not apply to your account.

BILLPAYER

As a BILLPAYER user, you understand and agree that the bill paying service is offered by MemberSource as a benefit to its members. You further understand and agree that the service is provided directly by an independent third party processor, PM Systems Corporation, which is not an affiliate, joint venture or partner of the credit union. You agree that the credit union is not responsible for any actions and/or omissions of PM Systems Corporation and to indemnify and hold the credit union harmless from any claims, losses, costs, damages or expenses (including attorney fees) which you have against PM Systems Corporation arising out of the bill payment system and/or your participation therein and/or use thereof, whether by the failure of PM Systems Corporation to exercise ordinary care, including errors or delays in making payments to user designated payees;

except as follows:

(1) failure by PM Systems Corporation to process a payment electronically or mail a check on the user designated processing date.

PM Systems Corporation does not accept responsibility for late arrival of payments to payees due to unforeseen technical problems in the internet or other electronic processing systems, failure of the US Postal service to deliver checks to a payee on a timely basis, the provision by you of incorrect payee address information or account name or number information or your account does not have sufficient available funds to make the transaction.

You also agree that the entire liability of PM Systems Corporation and the exclusive remedy of you and the credit union for any claim relating to the vendor payment system, specifically excluding a claim based, in whole or in part, on the gross negligence and/or willful misconduct of PM Systems Corporation, that is made against PM Systems Corporation and arises solely from an error or delay described in the exception contained in the preceding sentence, whether based in contract, tort, warranty or negligence, is limited to the lesser of the actual damages or the amounts paid by the credit union to PM Systems Corporation for offering the payment system to its members, specifically excluding consequential, exemplary, incidental, indirect and/or special damages. Your use and/or participation in the bill paying system constitutes your agreement to the foregoing.

Order Cancellations

We generally cannot cancel BILLPAYER orders once they have been processed. Any effort we make to cancel a BILLPAYER you have ordered is solely an accommodation to you and cannot be guaranteed, and we will not be responsible if we are unable to cancel the payment.

Transfer Limits

Government regulation limits certain transfers via HOME BANKING from non-transaction accounts, which include savings and money market accounts, to six per month. Withdrawals to you personally do not count toward the limit, nor do transfers to repay MemberSource loans.

Service Availability

HOME BANKING and BILLPAYER transactions are limited to available funds in your accounts. The services are generally available 24 hours a day, seven days a week, but the services may occasionally be shut down for maintenance. BILLPAYER must be linked to a MemberSource share draft (checking) account.

Costs

HOME BANKING and BILLPAYER are free!

General Provisions

Any person who applies for or uses HOME BANKING and/or BILLPAYER is equally obligated (jointly and severally) with any other such person to meet the terms of this Agreement. You will be responsible for all transactions resulting from the use of HOME BANKING and BILLPAYER until you notify us in writing to deactivate the service or cancel the service on-line. You are also obligated to repay any charges that result from the use of HOME BANKING and/or BILLPAYER by a person using the service with your permission, whether or not the user stays within the limits of your permission. Any persons who use HOME BANKING and/or BILLPAYER are also obligated to repay MemberSource for any charges incurred because of their use of the service(s).

You remain bound to pay MemberSource for charges that result from the use of HOME BANKING and/or BILLPAYER under this Agreement though another person has been directed to pay the debt by an agreement or court order to which MemberSource is not a party, such as a divorce decree. Your obligations under this Agreement can be discharged only by (1) a written document signed by an authorized representative of MemberSource or (2) a court order in an action to which MemberSource is a party. HOME BANKING and BILLPAYER transactions must be backed with actual available funds in your MemberSource share draft (checking) account. If you have overdraft protection established, we will make advance(s) sufficient to cover any negative balance due to HOME BANKING or BILLPAYER transactions in the amount needed to cover the negative balance up to the amount available in the overdraft protection account(s). Unless you have available overdraft protection credit, you must immediately restore any cash withdrawal that results in a negative balance in your share draft (checking) account. Making a transaction when you don't have available funds in your specified MemberSource account may result in immediate cancellation of your HOME BANKING and/or BILLPAYER privileges without prior notice. If you do not have available overdraft protection, we are not required to complete a payment that would overdraw your account.

Incomplete Transactions

If we do not properly complete a transaction according to our Agreement with you, we will be responsible for completing the transaction. IN NO EVENT will MemberSource be liable for consequential or indirect losses or damages. We will not be liable if (1) through no fault of ours, your account does not have sufficient available funds to make the transaction; (2) the equipment was not working properly and you knew about the breakdown when you started the transaction; (3) money in your account is subject to legal process or other claim; (4) your Password has been reported lost or stolen and we have blocked its use; (5) circumstances beyond our control, such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent completion of the transaction despite our reasonable precautions; or (6) there are other lawful exceptions and we have notified you of them in advance.

Confidentiality

We will not disclose information to third parties regarding your accounts except: (1) when necessary to complete transactions, (2) to verify the existence or condition of your account to a third party such as a credit bureau or merchant, (3) to comply with government agencies or court orders or other lawful process or (4) if you give us written permission. MemberSource will carry out instructions given to us via HOME BANKING or BILLPAYER or in writing. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and save MemberSource harmless from all costs, claims, damages, or liability which we sustain as a result of carrying out authorized instructions in a reasonable manner.

Changes to This Agreement

We can change the terms of this Agreement by mailing or delivering a written notice or an amended Agreement to you at your last known address in our records for your accounts. When we change the Agreement, we will generally give you 21 days' advance notice, unless an emergency requires change without notice. You agree that we can immediately terminate this Agreement and your use of EFT devices, including HOME BANKING and BILLPAYER, if (1) you or any authorized user of HOME BANKING or BILLPAYER breach this Agreement or any other agreement between us, (2) we have reason to believe that there may be or has been unauthorized use of HOME BANKING or BILLPAYER, (3) there are conflicting claims to funds in your accounts, (4) you or any authorized person asks us to do so, (5) you utilize HOME BANKING or BILLPAYER for transactions when you do not have sufficient available funds in the accessed account and you do not have overdraft protection available.

Funds Availability

You should have funds to make any payments you order or have scheduled available in your account in advance of your scheduled automatic payments. If funds are not available in your designated account when the payment is scheduled or ordered, and you do not have available overdraft protection, the payment may be returned. We will charge a non-sufficient funds fee (see the MemberSource Fee Schedule), and your creditor may impose a late fee as well. MemberSource will not be responsible for late fees charged by creditors unless a late payment results solely from our error.

Deposits of checks drawn on other financial institutions may be held until they clear. The amount of time varies. Please be familiar with the FUNDS AVAILABILITY POLICY located in your Credit Union Master Account Disclosure. Business days are Monday through Friday, excluding holidays. HOME BANKING and BILLPAYER may involve other MemberSource accounts, such as savings, checking or loan. The terms of the agreements governing those accounts also apply to HOME BANKING and BILLPAYER transactions on

those accounts. If your use of HOME BANKING or BILLPAYER services results in you becoming indebted to MemberSource, and you do not pay the debt within a reasonable time after our demand, you agree that we can take funds from any MemberSource account in which you have an interest to recover all or part of what you owe us. You agree to pay our reasonable costs of collecting what you owe us before we take legal action. If we take legal action to collect what you owe, you agree to pay our reasonable attorney's fees and costs of suit, whether the legal action is a collection lawsuit, a proceeding to protect our interests if you become a debtor in bankruptcy, an appeal, or another type of legal action. Applicable law governs this Agreement. If any provision is found unenforceable, the rest of the Agreement will remain in effect. Your use of an EFT device acknowledges that you have received a copy of this Agreement and agree to its terms.

Account Discrepancy

Immediately contact MemberSource, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or acknowledgment. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. Tell us your name and account number. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you believe you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you put your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you (20 business days for new accounts) and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for point or sale or foreign transactions or new account transactions) to investigate your complaint or question. If we do this, we will provisionally credit your account within 10 business days (20 business days for new accounts) for the amount you think is in error, so 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 10 business days, we may not provisionally credit your account. If we determine there was an error, we will credit your account, or change a provisional credit to a permanent credit, within one business day. If we determine there was no error, we will reverse any provisional credit. We will tell you the results of our investigation within three business days after it is complete. You can request copies of the documents we used in our investigation.

Jurisdiction and Venue

The Agreement is governed by the laws of the state of Texas and venue lies in Harris County, Texas.