DIGITAL BANKING AGREEMENT AND DISCLOSURE

1. ESIGN Member Consent to Use Electronic Signatures and Documents

THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND TO TRANSACT BUSINESS WITH US ELECTRONICALLY VIA MOBILE OR ONLINE BANKING.

PLEASE SCROLL TO READ THIS DISCLOSURE CAREFULLY. PRINT, EMAIL, OR SAVE A COPY FOR YOUR RECORDS.

This section provides information related to the general use of electronic signatures, documents, and notices in connection with our Digital Banking Services, and the required disclosures associated with these services. This section also covers the requirements related to the hardware and software you will need to communicate with us via your mobile device or online.

Certain laws require us to provide application disclosures, periodic account statements, and account notices to you, and you have the right to receive these on paper. According to the Electronic Signatures in Global and National Commerce Act (ESIGN), Hughes Federal Credit Union may provide this information to you electronically if we first present this ESIGN Member Consent to Use Electronic Signatures and Documents disclosure (“ESIGN Disclosure”) and obtain your consent to receive electronic disclosures and to conduct transactions electronically.

a. Agreement to Receive Communications in Electronic Form

By agreeing to this ESIGN Disclosure, you are consenting to receive the following documents and notices electronically: the Digital Banking Agreement and Disclosure (“Agreement”); any change in terms notices related to the Agreement; and any notices related to any activities or transactions you conduct through Digital Banking. Your consent remains in effect until you give us notice that you are withdrawing it.

b. Form of Electronic Communications

All documents that we provide to you in electronic form will be provided either (1) via email, or (2) by access to a website or mobile application. Message and data rates may apply. Visit HughesFCU.org for more information.

c. Withdrawal of Consent

If you decide that you do not want to continue receiving any future change in terms notices or notices related to any activities or transactions you conduct through Digital Banking electronically, or Bill Pay transaction-related notices, you can withdraw your consent. You may do this for Digital Banking or Bill Pay by calling Hughes Federal Credit Union at 520-794-8341 or by visiting a Hughes Federal Credit Union branch. Any withdrawal of consent to receive disclosures and notices electronically will be effective only after we have a reasonable amount of time to process the withdrawal.

Please note that withdrawing your consent to receive any change in terms notices or notices related to any activities or transactions you conduct through Digital Banking electronically, including Bill Pay, will result in termination of your Digital Banking Services, including the ability to initiate funds transfers using Digital Banking.

d. Updating Your Records

You agree to provide us with a true, accurate, and complete email address and other contact information related to the Agreement and your Hughes Federal Credit Union accounts, and to update promptly any changes to that information. You can update your information through our Digital Banking Service or by contacting us at 520-794-8341. You may also write to us at Hughes Federal Credit Union, P.O. Box 11900, Tucson, AZ 85734-1900.

e. Hardware and Software Requirements

We do not endorse a specific operating system or particular web browser. To receive all documents and notices electronically related to Digital Banking, you must have one or more of the following:

- a valid email address;
- a current version (defined below) of a web browser;
- a current version of our Hughes Federal Credit Union application (via the App Store® or Google Play™);
- a connection to the internet;
- a current version of a program that reads and displays PDF documents, such as Adobe Acrobat Reader® , for viewing and retaining certain disclosures;
- a printer, if you wish to print your disclosures and retain your records in paper;
- the capacity to store information; and
- an internet access device, such as a smartphone, tablet, computer desktop, or laptop, with an operating system (Windows®, MacOS®, iOS, or Android™) capable of supporting the above.

By “current version,” we mean a version of the software that is supported. We reserve the right to discontinue support of a current version of software for security or stability purposes. The following link includes more information on the operating systems and web browsers we currently support and related system requirements: Software and Hardware Requirements. We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to Digital Banking.

From time to time, we may offer services or features that require your web browser to be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

App Store® and MacOS are trademarks of Apple, Inc., registered in the U.S. and other countries. Windows® is a registered trademark of Microsoft Corporation in the United States and/or other countries. Google Play™ is a trademark of Google LLC. Adobe Acrobat Reader® is a registered trademark of Adobe Systems Incorporated in the United States and/or other countries. iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license.

f. Access to Your Disclosures and Requesting Paper Copies

The Agreement will remain available for viewing and printing within Digital Banking. Even if you consent to receive documents electronically, you can always obtain a paper copy by requesting one or by printing the electronic document. We may charge you a reasonable fee for delivery of paper copies already provided electronically.

g. Communications "In Writing"

All documents in either electronic or paper format from us to you will be considered "in writing." Please print or download for your records a copy of the Agreement and any other document that is important to you.

h. Termination/Changes

We may discontinue the provision of electronic documents or terminate or change the terms and conditions under which we provide electronic documents. We will provide you with notice of any such termination or change if required by law.

By providing your consent, you are confirming that you have the hardware and software described above, that you are able to receive and review electronic documents, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, and delegates identified in respect of your Hughes Federal Credit Union products and services.

2. Dispute Resolution; Arbitration; Governing Law and Venue

a. Arbitration and Class Action Waiver

Your use of the Digital Banking Service, including Bill Pay and the Account-to-Account (A2A) Transfer Service, is a service provided in connection with your accounts and is therefore subject to the arbitration provision titled "Resolving Claims" in the Hughes Federal Credit Union Share Accounts Information and Disclosure (the "Arbitration Provision"), which is incorporated into this Agreement by reference. Any Claim (as defined in the Arbitration Provision) arising out of or relating to this Agreement or to the Digital Banking, Bill Pay, A2A, or electronic fund transfer services is governed by the Arbitration Provision, including its class action waiver, jury trial waiver, and opt-out rights. In the event of any conflict between this Agreement and the Arbitration Provision on the subject of dispute resolution, the Arbitration Provision controls.

b. No Separate Arbitration Obligation; Opt-Out

This Agreement does not create a separate or additional arbitration obligation and does not provide a separate opt-out right. If you have timely opted out of the Arbitration Provision in accordance with its terms, that opt-out applies to Claims arising under this Agreement, and those Claims will instead be resolved in court as provided in subsection (d).

c. Regulation E Rights Preserved

Nothing in the Arbitration Provision or this Section limits your error-resolution rights under Regulation E described in Section 3, including your right to notify us of an unauthorized or erroneous electronic fund transfer, to have us investigate, and to receive any provisional credit required by applicable law.

d. Governing Law and Venue

This Agreement is governed by the laws of the State of Arizona and applicable federal law. Consistent with the Arbitration Provision and the Governing Law section of the Share Accounts Information and Disclosure, and except for any Claim that is subject to arbitration, any judicial action or proceeding arising out of or relating to this Agreement, including an action to compel arbitration, to confirm, vacate, or enforce an arbitration award, to obtain provisional or self-help remedies, to determine the validity or scope of the Arbitration Provision, or to resolve a Claim brought in small claims court or otherwise not subject to arbitration, shall be brought exclusively in the state or federal courts located in Pima County, Arizona, and you consent to the personal jurisdiction of those courts.

e. Military Lending Act

Any term of this Agreement or the Arbitration Provision that is contrary to the Military Lending Act is void for the period during which you are entitled to the protections of the Military Lending Act.

3. General Digital Banking Service Terms and Conditions

This Digital Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Digital Banking Service ("Services"). It also describes the rights and obligations of Hughes Federal Credit Union ("Credit Union"). As a member of the Credit Union, you are also subject to the terms and conditions of the Share Accounts Information and Disclosure. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement. The Digital Banking Service is intended for members 18 years of age or older. Members who are at least 13 but under 18 years of age may access the Service only with the consent and supervision of a parent or legal guardian who is the primary accountholder or joint owner of the applicable account.

a. Definitions and Requirements

The following definitions apply in this Agreement:

1. "Agreement" refers to the Digital Banking Agreement and Disclosure.
2. "Authorized Representative" refers to a person with authority (with respect to the account);
3. "ISP" refers to your Internet Service Provider;
4. "Credit Union" refers to Hughes Federal Credit Union;
5. "Digital Banking" is the Internet-based service providing access to your Credit Union accounts through an Internet browser or mobile application;
6. "Online Account" means the Credit Union account from which you will be conducting transactions using a Service. You must have an existing account with us to enable our Digital Banking service. An account means any of your account(s) to which we may allow access via the Service under this Agreement. Only a checking account is eligible for online Bill Pay privileges. We may make additional accounts available for Bill Pay from time to time as allowed by law. The specific terms governing Bill Pay and the Account-to-Account (A2A) Transfer Service are set forth in Section 4.
7. "Password" is the member generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that established your connection to the Service;
8. "Internet Browser" is software used to connect to the internet;
9. "Mobile Application" is a verified mobile device application downloaded from the Apple App Store or Google Play Store;
10. "PC" means your personal computer which enables you, with the Internet browser and Internet Service Provider (ISP), to access your Online Account. You will need a computer with Internet access and a browser. You are solely responsible for the maintenance, installations, and operation of your computer. Hughes Federal Credit Union shall not be responsible for any

errors, deletions, or failures that occur as a result of any malfunction of your computer or software.

11. "Mobile Device" is a phone, tablet or other device capable of installing applications from the Apple App Store or Google Play Store. You will need a mobile device capable of installing and running the Hughes Mobile App. You are solely responsible for the maintenance, installations, and operation of your mobile device. Hughes Federal Credit Union shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your mobile device or applications.
12. "Anti-virus Software" - You will need current and updated antivirus software. Undetected viruses may corrupt and/or destroy your computer programs, applications, files, and potentially your computer hardware. Additionally, you may unintentionally transmit the virus to other computers. Hughes Federal Credit Union will not be responsible for any computer virus that affects your computer or software while using our Service;
13. "Time of day" references are to Arizona Time;
14. "User ID" is the Credit Union generated identification code assigned to you (or one that you create after initial login) for your connection to the Service;
15. "We," "us," or "the Credit Union" refer to Hughes Federal Credit Union and any agent, independent contractor, service provider licensor, designee, or assignee Hughes Federal Credit Union may involve in the provision of Digital Banking;
16. "You" or "your" refers to the owner of the account or a person with authority with respect to the account;
17. "Electronic Disclosures" - In order to provide electronic disclosures, we must maintain a current member email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address. You should notify Hughes Federal Credit Union of any changes to your personal contact information;
18. "Effective date" means the date in which the service was started.
19. "Bill Pay" is the service described in Section 4 that allows you to schedule and make payments to billers from your eligible checking account;
20. "Account-to-Account (A2A) Transfer Service" or "External Transfer Service" is the service described in Section 4 that allows you to transfer funds between your eligible Credit Union account and an account you own at another U.S. financial institution;
21. "Service Provider" or "Paymentus" refers to Paymentus Corporation and its affiliates, agents, and subcontractors that operate the Bill Pay and A2A platforms on the Credit Union's behalf.

b. Related Agreements and Disclosures

In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the other agreements and disclosures that apply to your accounts and to the services you access through Digital Banking. These include, as applicable: the Hughes Federal Credit Union Share Accounts Information and Disclosure (including the "Resolving Claims" Arbitration Provision incorporated in Section 2); your Application for Membership and Account Agreement; the Fee Schedule; the Funds Availability Policy; the Privacy Notice; the Truth in Savings disclosures; and the separate terms and conditions for Bill Pay, the Account-to-Account (A2A) Transfer Service, the Bill Pay Expedited Payment Service (Section 6), Mobile Deposit (Section 7), and Mobile Banking (Section 8). Members who use Zelle® agree to the Zelle and Other Payment Services Terms of Service, disclosed separately (Section 9). Each of these documents is incorporated into this Agreement by reference. Your use of the Digital Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them, and you agree to review them, including the charges that may be imposed for electronic funds transfers and the fee(s) contained in our Fee Schedule. In the event of any inconsistency among these documents, the order of precedence stated in the “Complete Agreement, Severability, Headings, Survival, and Inconsistencies” provisions of this Section applies.

c. Access to Services

The Credit Union will provide instructions on how to use our Digital Banking Services. You will gain access to your Accounts Online through the use of your internet-enabled device, your ISP, your User ID and Password. You may access your Accounts Online, 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. For purposes of transactions, the Credit Union's business days are Monday through Friday, excluding weekends and holidays recognized by Hughes Federal Credit Union, the Federal Reserve Bank, and the U.S. Postal System. All Digital Banking transaction requests received after close of business on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed will be processed on the Credit Union’s next business day. The Credit Union’s business day begins at 9:00 AM, Arizona Time.

d. Banking Transactions with Digital Banking Service

i. Account Access. You may access your personal accounts online for a variety of transaction types. Digital Banking transactions will not be permitted on any Individual Retirement Account or Certificate Account. Transaction history for your online accounts begins accumulating on the date your access to our current Digital Banking service is activated. Up to 6 months of transaction detail and history is stored and may be viewed via the Service.
ii. Transfer of Funds. In addition to viewing account information, you may use Digital Banking to conduct the transfer of funds between accounts and/or loans within your membership. In some instances, the transfer of funds may be done from one membership to another provided you are authorized to do so on each of the memberships as limited by terms of this Agreement.
iii. Individual Retirement Arrangements (IRAs) and Health Savings Accounts (HSAs) are restricted from performing transfers.
iv. Additional Services. New services may be introduced for Digital Banking from time to time. The Credit Union 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.

e. Schedule of Fees

The Credit Union offers the benefits and convenience of the Digital Banking Service to you free. Fees for Bill Pay and the A2A Transfer Service, if any, are addressed in Section 4 and our Fee Schedule.

f. Statements

You will continue to receive your regular account statement either monthly or quarterly by mail, depending on the type of account, unless you opt-in to receive electronic statements.

g. Security and Privacy

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service. Our Privacy Policy can be viewed on our website: Hughes FCU Privacy Policy. For information about how the Credit Union collects, uses, and shares your personal information, please refer to the Hughes Federal Credit Union Privacy Policy, which includes a section on Children's Online Privacy Protection Act (COPPA).

h. Your Password and Online Account Information

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines: do not provide your account information, Password, User ID, or One-Time Passcode (OTP) to any other person; do not leave your PC or mobile device unattended while you are logged into the Credit Union's Digital Banking site; never leave your account information within access or view of others; do not send privileged account information (account number, Password, etc.) in any public or general email system; do not allow your Internet browser to store your Digital Banking User ID or Password; and if you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at (520) 794-8341 between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Telephoning the Credit Union is the best way of minimizing your losses and liability. If you believe your Password has been lost or stolen, please use the Password change feature within the Digital Banking platform. If you fail to maintain the security of any password and we suffer a loss, we may terminate all of the electronic services under this Agreement as well as any other Credit Union share or loan services you have.

i. Biometric Authentication

Certain devices are eligible to enable fingerprint and facial recognition login. If you store multiple fingerprints or facial recognition images on a single device, including those of additional persons, those persons will also be able to access your Hughes Federal Credit Union mobile app via biometric access if biometric access is enabled on your devices. For facial recognition, only certain Apple devices are eligible to enable Face ID. Hughes Federal Credit Union never sees or stores your personal biometric information. Hughes Federal Credit Union reserves the right to suspend or disable this feature at any time. Biometric Authentication can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint or facial image, you can sign in using your standard login credentials (e.g. password). To use this login method for Mobile Banking on multiple devices, you must set it up for each device. You can enable or disable Biometric Authentication anytime within Hughes Federal Credit Union Mobile Banking. Face ID is a trademark of Apple Inc. Android is a trademark of Google LLC.

j. Electronic Mail (Email)

If you send the Credit Union an email message, the Credit Union will be deemed to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. We advise you not to send us or ask for sensitive information such as account numbers, password, account information, etc. via any general or public email system. If you wish to contact us electronically, please use the Credit Union's email form located on our website: www.HughesFCU.org. If one of these methods is used in contacting the Credit Union, simply request that we contact you and provide a telephone number to do so. Again, do not supply any account or password information or other information of a confidential nature. NOTE: Email transmissions outside of our Digital Banking site are not secure.

k. Electronic Fund Transfer Provisions

a. Applicability. These provisions are only applicable to online electronic fund transfers ("EFT") which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E. These provisions apply to electronic fund transfers made through Bill Pay and the A2A Transfer Service described in Section 4. When applicable, the Credit Union may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

l. Your Liability

i. If you tell us within two (2) business days after you have learned your password was lost or stolen, your liability cannot exceed $50.00.

ii. If you do NOT tell us within two (2) business days after you have learned of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, your liability cannot exceed $500.00.

iii. You must report an unauthorized EFT transaction which appears on your periodic statement, no later than 60 days of transmittal of the statement, to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts as described above.

iv. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 calendar days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days, for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or questions are not received in writing within 10 business days, we may not credit your account until the investigation is complete. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation is complete. You may request copies of the documents that were used in the investigation. You may notify the Credit Union by telephone, writing, or by email at www.HughesFCU.org. Notification by general email to report an unauthorized transaction is not secure and therefore not advised.

v. Telephone Numbers and Addresses. In case of errors or questions regarding a Digital Banking Service transaction, call (520) 794-8341 or write to us at: Hughes Federal Credit Union, P. O. Box 11900, Tucson, Arizona 85734-1900, or email us via our secure email on our website at www.HughesFCU.org or via non-secured email at Email@HughesFCU.org.

vi. We must hear from you at the telephone number or address listed above, no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. We will need: (1) your name and account number; (2) a description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information; and (3) the dollar amount of the suspected error and date on which it occurred. If you verbally provide this information, we may require that you send us your complaint or question in writing within 10 business days.

m. Our Liability

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Digital Banking or Bill Payment service account. Unless otherwise required by applicable law, we are only responsible for performing the Digital Banking services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in the following instances:

- If through no fault of the Credit Union, you do not have sufficient available funds in your account to make the transfer or payment.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer or payment despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer or payment.
- If your transfer authorization was terminated by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account, transfer or payment.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the Agreement for an Account, and the Share Accounts Information and Disclosure or a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- If the account has been closed.
- If the transfer would go over the credit limit on your overdraft line of credit, Overdraft Protection Account limit, or if the overdraft line of credit or Overdraft Protection has been closed.
- If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of this financial institution and/or our service providers.

Other applicable laws and/or regulations exempt us from liability. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT. THE CREDIT UNION, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OUR SERVICE PROVIDERS PROVIDE THIS SITE AND THE ELECTRONIC SERVICES AND RELATED DOCUMENTATION “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 ELECTRONIC SERVICES, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUR CONTROL. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE MOBILE PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL MOBILE PHONE, SOFTWARE, OR OTHER EQUIPMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF THE CREDIT UNION OR ITS SERVICE PROVIDERS TO YOU IN CONNECTION WITH THE DIGITAL BANKING SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT EXCEED $50 TO THE EXTENT PERMITTED BY LAW.

n. Time Limit for Claims

To the extent permitted by applicable law, and except for any Claim subject to a different period required by law or set forth in the Arbitration Provision, you agree that any Claim arising out of or relating to this Agreement or the Services must be commenced, whether in arbitration or in court, within one (1) year after the cause of action accrues, or it will be permanently barred. This Section does not apply to, and does not shorten, your error-resolution or other rights under the Electronic Fund Transfer Act and Regulation E, which are preserved as described in Section 2(c).

o. Indemnification

You agree that any illegal use of any financial service will be deemed an event of default and/or a breach of this Agreement, and that the affected service and any related services may be terminated in our sole discretion.

You agree to be solely liable for your use or misuse of the Services, and you agree to indemnify, defend, and hold harmless the Credit Union, its affiliated companies, and their respective directors, officers, employees, and agents, together with our third-party service providers (including the providers of the Bill Pay, Account-to-Account (A2A), and software services), from and against any and all third-party claims, demands, suits, actions, or proceedings, and any liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your access to, or use or misuse of, the Services or any Digital Banking Account; (b) your breach of this Agreement; or (c) your violation of any law or regulation or the rights of any third party. This obligation survives termination of this Agreement.

p. Third Parties

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Google (Chrome browser) or Microsoft (Edge browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access a Digital Banking Account.

q. Virus Protection

Current and updated antivirus software is required. Undetected viruses may corrupt and destroy your programs, applications, files, and potentially even your computer hardware. Additionally, you may unintentionally transmit the virus to another computer. Hughes Federal Credit Union will not be responsible for any computer virus that affects your computer or software while using our Service.

r. Changes and Modifications

The Credit Union may modify the terms and conditions applicable to the Services from time to time. For changes that would adversely affect your rights or increase your fees or liability, we will provide you at least twenty-one (21) days' advance notice as required by Regulation E, except where a shorter period or no notice is permitted by law. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s), you must notify us in writing or via email to cancel your access to the Service. Your continued use of the affected change in Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

s. Assignment

We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

t. Notices

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically. We will only disclose information to third parties about your account or transfers you make under the following circumstances: where it is necessary for the provision of Digital Banking and for completing transfers; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, comply with government or court orders, or other reporting requirements; if you give us your permission; to the Credit Union affiliated companies; if it is necessary to assist us in the collection of information for internal use; if it is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Digital Banking and electronic funds transfer Service; or if it involves a claim by or against us concerning a deposit to or withdrawal from your account.

u. Lien and Security Interest

You understand and agree that if you owe us money, we may have a lien on your account as permitted by applicable law and you grant us a consensual security interest in any and all funds in all accounts that you are an owner, in any capacity, no matter what the source of funds in the account. At our discretion, we may exercise our right of set off and apply the funds from any account you are an owner, in any capacity, to pay off your obligations to us. Once you are in default, we may exercise this right without further notice to you.

v. Termination of Digital Banking Service

You may terminate this Agreement or any electronic fund transfer (“EFT”) service under this Agreement at any time by notifying us in writing. After termination, you agree to discontinue use of your password immediately. You agree that termination will become effective once we have had adequate time to act upon your termination request. You also agree to notify any participating Payees or other financial institutions that authority to make bill payment and funds transfers has been revoked. The Credit Union may also terminate this Agreement, or any service under this Agreement, at any time by notifying you verbally, electronically, or in writing. Notice is effective when sent to the last address/email on file. If we terminate this Agreement, we may notify any participating Payees making any preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that the Credit Union will not accept any further preauthorized transaction instructions. We may also program our processing systems not to accept your password for any EFT service. As a security precaution, the Credit Union may terminate your service if it has not been accessed for 180 days or longer. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT made prior to termination.

w. Complete Agreement, Severability, Headings, Survival, and Inconsistencies

In the event of a dispute regarding this Agreement and the Services offered through Digital Banking, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and the portion of the Credit Union's website, the Site, or mobile app through which the Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If there is a conflict between the terms of this Agreement and something stated by an employee, contractor, or Service Provider of ours, the terms of the Agreement will prevail. The headings of paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. 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. Any terms that by their nature should survive, will survive the termination of this Agreement. In the event of any inconsistency between prior Agreements applicable to the Digital Banking Service and this Agreement, this Agreement shall apply and control. This Agreement supplements the Hughes Federal Credit Union Share Accounts Information and Disclosure. In the event of an inconsistency between the Hughes Federal Credit Union Share Accounts Information and Disclosure and this Agreement, the Hughes Federal Credit Union Share Accounts Information and Disclosure shall govern.

x. No Waiver

We shall not be deemed to have waived any rights or remedies hereunder, unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.

y. Telephone and Text Message Contact Consent

By providing the Credit Union with a telephone number (including a mobile number), now or in the future, and whether or not the number is a landline or wireless number, you consent to receive calls and text messages from us and our service providers and agents at that number for non-marketing purposes relating to your accounts and the Services, including servicing, security and fraud alerts, error resolution, collection, and other transactional communications. You agree that these calls and messages may be made or sent using an automatic telephone dialing system, an automated dialing or texting platform, or a prerecorded or artificial voice. You are not required to provide this consent as a condition of obtaining any product or service, message and data rates may apply, and message frequency varies. You represent that you are the subscriber or customary user of, and are authorized to provide consent for, any number you give us, and you agree to notify us promptly if a number is reassigned or no longer belongs to you. You may withdraw your consent, or opt out of text messages, by contacting us at 520-794-8341, by replying “STOP” to a text message, or as otherwise described in the applicable service terms; withdrawing consent for certain servicing or security communications may affect our ability to notify you of account or fraud activity. The Credit Union may monitor or record telephone calls with you for quality assurance, training, and security purposes.

4. Bill Pay and Account-to-Account (A2A) Terms and Conditions

a. Overview, Service Provider, and Scope

Bill Pay and the A2A Transfer Service are provided through our designated Service Provider, currently Paymentus. To deliver these services, we share with Service Provider the information necessary to process your payments and transfers, including your name, account information, biller and external account details, and transaction data. Paymentus is contractually obligated to protect this information and to use it only to provide the services and as permitted by law, consistent with our Privacy Notice and the Gramm-Leach-Bliley Act. Our Service Provider’s processing schedules and cutoff times apply to your use of the services. These services are offered only to consumer members for personal, family, or household purposes, and only for payments and transfers within the United States.

By enrolling in these services electronically, you consent to receive this Agreement and all related disclosures, notices, and amendments in electronic form, consistent with the federal E-SIGN Act and applicable state law, as further described in this Agreement. You may request a paper copy or withdraw your consent by contacting us at (520) 794-8341; withdrawing consent may end your access to these electronically delivered services.

b. Bill Pay - Eligible Payees and Prohibited Payments

Bill Pay allows you to schedule one-time or recurring payments to billers from your eligible checking account. You may add, edit, or delete billers within the service and are solely responsible for the accuracy of the biller name, address, account number, and other information you enter. You may pay billers located in the United States only. The following payments are not permitted:

- payments to payees outside the United States;
- tax payments to the IRS or any state, local, or other government taxing authority;
- court-ordered payments, such as alimony, child support, or fines;
- Payments to unlawful internet gambling businesses; and
- any payment that is illegal or that we determine, in our discretion, poses an unacceptable risk.

We may refuse to process, or may return, any payment to a prohibited or restricted payee, and we have no obligation to research or correct a payment made to an incorrectly identified biller.

c. Bill Pay - Scheduling Payments

For each payment you must select a process date. You are responsible for scheduling payments far enough in advance for the biller to receive and credit the payment by its due date. We recommend scheduling each payment at least three (3) business days before the due date, and earlier for payments delivered by paper check. Payments scheduled on a non-business day or after the cutoff time are processed on the next business day. A recurring payment scheduled to fall on a non-business day will be processed on the following business day.

d. Bill Pay - How Payments Are Made and When Funds Are Debited

Depending on the biller, payments are delivered either electronically or by paper check (draft) mailed to the biller; we determine the method in our discretion. We will debit your payment account for the amount of each payment on or about the process date. For payments made by paper check, funds may be debited when the check is presented for payment. You must maintain sufficient available funds in your payment account from the process date until the payment has been completed.

e. Bill Pay - Canceling or Changing a Scheduled Payment

You may cancel or change a scheduled payment through the digital banking platform until the applicable cutoff time on the process date. Once processing has begun, a payment cannot be canceled or changed through the service. Do not use email to request cancellation of a payment.

f. Bill Pay - On-Time Payment Handling

If you properly schedule a payment in accordance with this Agreement and it is not received by the biller in time, we will work with you and the Service Provider to address the matter, which may include reimbursement of late fees up to $50 actually assessed by the biller that result directly from our or the Service Provider's failure to process a properly scheduled payment. We are not responsible for late fees or other consequences when you did not allow sufficient lead time, your account had non-sufficient available funds, the biller information you provided was incomplete or inaccurate, the biller mishandled a timely payment, or circumstances beyond our reasonable control prevented the payment. This provision does not enlarge or limit your rights under Regulation E (Section 3).

g. Bill Pay – Non-Sufficient Funds and Returned Payments

If your payment account does not contain sufficient available funds on the process date, we may, in our discretion, decline to process the payment, reverse the payment, or process it and create an overdraft subject to your other agreements with us. We are not obligated to reattempt a declined payment. Non-sufficient-funds, returned-item, and related fees, if any, are set out in our Fee Schedule.

h. A2A - Description and Authorization

The A2A Transfer Service allows you to transfer funds between your eligible Credit Union account and an external account that you own at another U.S. financial institution. This service may be used only to transfer funds between accounts that you own; it may not be used to send funds to accounts owned by other persons. Both inbound transfers (from an external account to your Credit Union account) and outbound transfers (from your Credit Union account to an external account) are supported. When you initiate a transfer, you authorize us and the Service Provider to debit or credit the accounts as instructed and to originate the corresponding entries through the Automated Clearing House (ACH) network or other payment system. You represent that you own or are authorized to transact on each external account, and that all transfers comply with applicable law and the Nacha Operating Rules.

i. A2A - Verifying Your External Accounts

Before you may transfer funds to or from an external account, you must add and verify the account using the method we make available, such as confirming small trial deposits or instant verification through the Service Provider. We may use commercially reasonable methods to validate account information before the first use of an account, and we may decline to verify or may remove any external account at our discretion.

j. A2A - Transfer Limits

For security and risk-management reasons, transfers are subject to limits. Unless otherwise disclosed, the following limits apply: per-transfer limit of $5,000; daily limit of $10,000; and monthly limit of $20,000. We may establish, change, or waive limits at any time and may apply lower limits to newly enrolled accounts.

k. A2A - Cutoff Times, Processing, and Availability

Transfer instructions received before the applicable cutoff time on a business day are generally processed that business day; instructions received after the cutoff time or on a non-business day are processed on the next business day. Processing times depend on the ACH network's schedule, including any same-day processing windows and the per-transfer limits that apply to them. Funds transferred into your Credit Union account are subject to our Funds Availability Policy and applicable law, and we may delay availability of or place a hold on transferred funds when permitted, including when we suspect fraud or non-sufficient or uncollected funds.

l. A2A - Returns, Reversals, and Cancellations

You may cancel a transfer until the applicable cutoff time on the process date; after processing begins, a transfer generally cannot be canceled. A transfer may be returned, rejected, or reversed in accordance with the Nacha Operating Rules and other applicable rules - for example, due to non-sufficient funds, an invalid or closed account, or a return by the other institution. If a transfer is returned or reversed, we may debit or credit your account accordingly and will notify you as required.

m. Our Rights to Refuse, Delay, or Reverse; Fraud Monitoring; Compliance Holds

We and the Service Provider may refuse, delay, suspend, return, or reverse any payment or transfer, with or without prior notice, consistent with applicable law and the Nacha Operating Rules, including for non-sufficient funds, incomplete or inaccurate instructions, suspected fraud or unauthorized activity, a closed or blocked account, or to comply with law. We maintain risk-based processes to monitor for fraud and may decline, delay, or hold a payment or transfer, or delay the availability of received funds, when we reasonably suspect fraudulent or unauthorized activity. All payments and transfers are also subject to anti-money-laundering and economic-sanctions laws, including the Bank Secrecy Act and the regulations administered by the U.S. Treasury's Office of Foreign Assets Control (OFAC); we may screen, delay, block, freeze, refuse, or report any payment, transfer, or payee and may require additional information to comply, and in certain circumstances we may be legally prohibited from notifying you of such action.

n. Recurring (Preauthorized) Transfers and Stop Payments

If you have authorized recurring or preauthorized electronic fund transfers from your account, you may stop any such payment by contacting us at (520) 794-8341, or by writing to us at PO Box 11900, Tucson, AZ 85734-1900, in time for us to receive your request at least three (3) business days before the payment is scheduled. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If these recurring payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be (you may instead choose to receive this notice only when the amount falls outside a range you set). If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages as provided by Regulation E.

o. Liability, Errors, and Fees for These Services

Your liability for unauthorized transfers and the procedures for resolving errors involving Bill Pay and A2A are governed by the Electronic Fund Transfer Provisions and the Liability provisions in Section 3 of this Agreement, which apply to these services. There is no charge for standard Bill Pay or A2A transfers; optional services (such as expedited delivery, if offered) and incidental charges (such as returned-item fees) are set out in our Fee Schedule. You are responsible for any fees charged by other financial institutions in connection with your external accounts.

5. Digital Money Management Tools and Services

This User agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter "you" and "your" means the User and "us", "we", and "our" refers to Hughes Federal Credit Union (protecting MX as its third-party service provider).

a. Provide Accurate Information

You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

b. Content You Provide

Your use of the Services is your authorization for Hughes Federal Credit Union or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Hughes Federal Credit Union and its service providers any information, data, passwords, usernames, PINs, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any such information for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.

c. Power of Attorney

You grant Hughes Federal Credit Union and its service providers a limited power of attorney to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. You hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution, in any and all capacities, to access third party sites to retrieve information and use such information as described herein. You understand and agree that the Services are not sponsored or endorsed by any third-party site. You acknowledge and agree that when Hughes Federal Credit Union or its service providers access and retrieve information from third party sites, they are acting as your agent, and not as the agent of or on behalf of the third-party sites.

d. Third Party Account

You are responsible for all fees charged by the third party in connection with any non-Hughes Federal Credit Union accounts and transactions, and you agree to comply with the terms and conditions of those accounts. If you have a dispute or question about any transaction on a non-Hughes Federal Credit Union account, you agree to direct these to the account provider. Any links to third party sites that we may provide are for your convenience only, and we do not sponsor or endorse those sites. We and our service providers have no responsibility for any transactions and inquiries you initiate at third party sites, and are not liable for any damages or costs of any type arising out of or connected with your use of the services of those third parties.

e. Limitations of Services

When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

f. Acceptance of User Agreement and Changes

Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via email or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

g. Aggregated Data

Anonymous, aggregate information collected through your use of the Services may be used by us and our service providers to conduct analytical research, performance tracking and benchmarking. Our service providers may publish or license summary or aggregate results for any purpose, including improving products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

h. Ownership

You agree that Hughes Federal Credit Union and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

i. User Conduct

You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including impersonating another person or entity; (b) violate any law, statute, ordinance or regulation; (c) create liability for Hughes Federal Credit Union or its service provider or cause us to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the Services to gain unauthorized entry or access to computer systems.

j. Indemnification

You agree to defend, indemnify and hold harmless Hughes Federal Credit Union, its third party service providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or connected with your access to or use of the Services, your violation of these terms or your infringement of any intellectual property or other right of anyone.

k. Disclaimer

The Services are not intended to provide legal, tax or financial advice and are provided as strictly educational in nature. Neither Hughes Federal Credit Union nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice is required, the services of a competent professional person should be sought. Hughes Federal Credit Union and its third-party providers specifically disclaim any liability, loss, or risk incurred as a consequence of the use and application of any of the content on this site, and are not responsible for any credit, insurance, employment or investment decisions or any damages or other losses resulting from decisions arising from the use of the Services. Past performance does not guarantee future results.

l. Disclaimer of Warranties

You agree your use of the Services and all information and content is at your risk and is provided on an "as is" and "as available" basis. We, and our service providers, disclaim all warranties of any kind, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, will be uninterrupted, timely, secure, or error-free, that results will be accurate or reliable, or that any errors will be corrected.

m. Limitation of Liability

You agree that Hughes Federal Credit Union and its third party service providers will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, data or other losses, resulting from the use or inability to use the Services, the cost of substitute goods and services, unauthorized access to or alteration of your transmissions or data, or any other matter relating to the Services.

n. Export Restrictions

You acknowledge that the Services and any underlying software are subject to the U.S. Export Administration Regulations and that you will comply with these regulations. You will not export or re-export the software or Services to any countries subject to U.S. export restrictions, to any end user prohibited from participating in U.S. export transactions, or to any end user who you know or have reason to know will use them in the design, development or production of nuclear, chemical or biological weapons.

o. Other Terms

You may not assign this User agreement. A determination that any provision of this User agreement is unenforceable or invalid shall not render any other provision unenforceable or invalid.

6. Bill Pay Expedited Payments Terms and Conditions

This Agreement (the "Agreement") represents the terms and conditions governing the Expedited Payment Service and is between Hughes Federal Credit Union and you as a consumer of the Expedited Payment Service. Any references to "we", "us", or "our" includes any agent, independent contractor, designee, or assignee that Hughes FCU involves in the provision of the Expedited Payment Service, and any references to "you", "your", or "yours" includes you and any person authorized by you to access the Expedited Payment Service. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with the Expedited Payment Service.

This agreement is an extension of your agreement with Hughes FCU in place for the Bill Pay service. You should reference that agreement for information on what to do if you believe there is an error in the service or have a claim related to the service; a description of our privacy policy; a description of your warranties and authorizations; and a description of additional limitations of our liability in addition to the ones outlined in this document.

a. Description of Features

Welcome to Hughes FCU Expedited Payment Service. This service allows you to submit payments to participating merchants that will be posted to your account with that merchant on the same day, within the parameters of the Service and other parameters established by the participating merchants for a convenience fee as disclosed in the Fee Schedule. In order for an Expedited Payment to post on the same day, you must submit accurate and complete information for the payment, the payment must be submitted on a day during which the U.S. Federal Reserve System is open for operations, and you must submit the payment prior to the merchant's designated daily cutoff time. The cutoff time will be displayed to you before the payment is finalized. Electronic payments are processed several times a day based on the time of day and the cutoff time that the managed payee is available to accept payments that day. The cutoff time is not presented to the member. However, if they miss the cutoff time, the payee will not be presented to them in the payee dropdown list.

b. Hours of Access

You can use the Expedited Payment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or for other reasons beyond our control.

c. Expedited Payment Service Limits

You will not be able to schedule an Expedited Payment for an amount greater than the balance displayed within the bill payment service for the funding account at the time you attempt to schedule the payment. Additionally, for risk management and security purposes the Expedited Payment Service limits the number of payments and the total amount of payments that you may make per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. From time to time we may modify the limits to the frequency or amount of transfers you can make using the Expedited Payment Service. We do not disclose these limits for security purposes. In any event, funds transfers in excess of the then-applicable limits will not be completed.

d. Fees and other Deductions

The Expedited Payment Service is a transaction-based service. Please refer to our Fee Schedule for applicable fees associated with this service.

e. Periodic Statements

You will not receive a separate statement for transactions conducted through the Expedited Payment service. These transactions will be noted on your regular periodic statement.

f. Electronic Communication

Hughes FCU Expedited Payment service is an electronic Internet Online Banking based service. Therefore, you understand that this Agreement will be entered into electronically.

The consent to receive electronic consumer disclosures applies to all future required consumer disclosures and any amendments, modifications or supplements in connection with the Expedited Payment service.

You can update your electronic contact information online at HughesFCU.org or by calling our Call Center during regular business hours at 520-794-8341.

After checking the "I Agree to the Terms and Conditions" check box, you may view the consumer disclosures online or request a paper copy by calling 520-794-8341.

You understand that to access and retain this disclosure and to use the Expedited Payment service, you must have the following: a PC with a supported Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, an email address, and either a printer or sufficient electronic space to store this disclosure.

You understand we will deliver to you electronically your records of funds transfers and other transaction through the Expedited Payment Service, including without limitation confirmations of individual transactions, and any other communication related to the Expedited Payment service.

You understand we will deliver to you electronically any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Expedited Payment Service.

g. Hughes FCU Liability

If we do not complete a properly-submitted Expedited Payment on time or in the correct amount according to our agreement with you, we will be liable for any late fees and/or finance charges assessed against you for the late posting of such payment, excluding any fees or charges assessed on your total outstanding balance with that merchant ("Penalties'). We will not be liable for consequential damages that might arise from the payment not arriving in time. Additionally, there are some exceptions. We will not be liable, for instance:

- If you do not provide us accurate information to successfully complete the payment.
- If you do not have enough money in your account to complete the transfer.
- If you are unable to schedule a payment because you have exceeded the daily risk management limits.
- If you are unable to schedule a payment because the merchant does not participate in this service.
- If you are unable to schedule a payment because the system is unavailable.
- If you schedule the payment for an incorrect amount.

7. Mobile Deposit Service

This service is designed to allow you to make deposits to your checking account from a remote location by scanning checks and delivering the images to Hughes Federal Credit Union. Please refer to our Fee Schedule for applicable fees associated with this service.

Your use of the Mobile Deposit service constitutes your acceptance of this Agreement. We will notify you of any material changes to this Agreement or to the service, via email, by posting the information on our website where you access your accounts, through our online banking or our online account opening site. Your continued use of the service will indicate your acceptance to the revised Agreement and/or service changes.

Hughes FCU assumes no responsibility for any technical or other difficulties you may experience with using the Mobile Deposit service. Hughes FCU also reserves the right to change, suspend or discontinue the service, in whole or in part, immediately and without prior notice to you.

You agree to scan and deposit only checks as defined by Reg CC. You further agree that the image of the check transmitted to Hughes FCU is an item as defined in Article 4 of the Uniform Commercial Code. You agree that you will not use the Mobile Deposit service to scan and deposit any checks or other items that are payable to any other person or entity other than you; checks or items drawn on or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account owner; checks or items that contain alteration to any of the fields on the front of the check or item, or which you should know or suspect are fraudulent or otherwise not authorized by the account owner on which the check or item is drawn; checks or items previously converted to a substitute check or that are remotely created checks as defined in Regulation CC; checks or items drawn on a financial institution located outside the United States, checks or items that are not payable in United States currency; checks or items that are dated more than 6 months prior to the date of the deposit and any checks or items prohibited by Hughes FCU's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your account.

You understand that the image of the item sent to Hughes FCU must be legible. The image quality must comply with the requirements established by the Federal Reserve Board, any regulatory agency, clearing house or association. You agree that you will endorse any item transmitted to Hughes FCU as follows: **Sign your name with your HFCU account #____ and include FOR HUGHES MOBILE DEPOSIT ONLY to avoid any delays**. We reserve the right to reject any items transmitted through the service and Hughes FCU is not responsible for any item we do not receive or that is dropped during transmission. You agree to promptly and prominently mark VOID on the item presented and securely retain the original item for 90 days. Once 90 days has elapsed, you agree to properly dispose of the item. You agree not to represent or deposit the original item and further agree to promptly provide Hughes FCU upon request, any retained item or a legible copy of the front and back of the item to facilitate in clearing and collection, resolve claims by third parties or for our audit purposes.

You understand and agree that items transmitted utilizing Mobile Deposit are not subject to the funds availability requirements of Regulation CC. Funds deposited using the Mobile Deposit service will be available after Hughes FCU receives payment for the item, however, Hughes FCU may choose to make the funds available to you earlier. Hughes FCU reserves the right to impose limits on the amounts and number of deposits that you may transmit and may periodically change these limits.

You understand that in order to utilize the Mobile Deposit service you must obtain, and maintain, compatible hardware and/or software as specified by Hughes FCU. You are responsible for any expense associated with these requirements and Hughes FCU will not be responsible for any third party software you may need to use the service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider.

You authorize Hughes FCU to debit the amount of any returned item that you transmit to us from your account in the event that the item is dishonored.

You agree that you will promptly notify Hughes FCU of any errors relative to items deposited through Mobile Deposit. Hughes FCU must hear from you no later than 60 days after the applicable account statement has been mailed, or electronically made available to you. After 60 days has transpired, Hughes FCU will deem all deposits as correct and you will not be able to bring a claim against Hughes FCU for the alleged error.

The manner in which items clear, presented and collected is at the sole discretion of Hughes FCU and subject to your Application for Membership and the Share Account Information and Disclosures Booklet that governs your account.

You also agree that your use of the service, as well as all information and content, is at your risk and is provided on an "as is" and "as available" basis. Hughes FCU disclaims all warranties, either express or implied, of any kind as to the use of the service and we make no warranty that the service will meet your requirements, will be uninterrupted, timely, secure, error free, that the results that may be obtained will be accurate or reliable and that any errors in the service or technology will be corrected.

Hughes FCU will not be liable for any direct, indirect, incidental, consequential or exemplary damages resulting from the use or inability to use Mobile Deposit either by your or any third party arising from the inability to use, or the termination of the use of the service. You may not assign this Agreement.

8. Mobile Banking SMS Service

The Credit Union offers its members mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts).

Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be on-going. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

For help, text "HELP" to 39872. To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to 39872. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

9. Zelle Service

The Credit Union offers its members the ability to send and receive money using the Zelle Network® ("Zelle"). Use of the service is subject to eligibility requirements. By participating in this service, you are agreeing to the Hughes Federal Credit Union Zelle® and Other Payment Services Terms of Service available through Digital Banking.