

DIGITAL BANKING AGREEMENT and DISCLOSURE

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"). 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. Our digital banking services are intended for individuals 18 years of age or older. If you are under age 13, you may only use this site with the permission of a parent or guardian.

1. Definitions and Requirements

The following definitions apply in this Agreement:

- a. "Authorized Representative" refers to a person with authority (with respect to the account);
- b. "ISP" refers to your Internet Service Provider;
- c. "Digital Banking" is the Internet-based service providing access to your credit union accounts through an Internet browser or mobile application;
- d. "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.
- e. "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;
- f. "Internet Browser" is software used to connect to the internet;
- g. "Mobile Application" is a verified mobile device application downloaded from the Apple App Store or Google Play Store.
- h. "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.
- i. "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.
- j. "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;
- k. "Time of day" references are to Arizona Time;
- l. "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;
- m. "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;
- n. "You" or "your" refers to the owner of the account or a person with authority with respect to the account;
- o. "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;

- p. "Effective date" means the date in which the service was started.

2. 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.

3. Digital Banking Service

a. 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. NOTE: Because regulations require the credit union to limit withdrawal transfers (including Digital Banking transfers), the following limitations apply:
- iii. Main Share Savings, Ultimate, Premium, High Money Market Savings Accounts, and You Name It Savings " You can make no more than six (6) withdrawals or transfers per statement period (calendar month).
- iv. Health Savings Accounts (HSA) are restricted from performing transfers.
- v. 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.

- b. Digital Money Management Tools and Services Hughes Federal Credit Union offers additional features and services through our Digital Banking channels to assist you with your financial needs. Please refer to EXHIBIT A for explanation of services and terms and conditions.

- c. Schedule of Fees The credit union offers the benefits and convenience of the Digital Banking Service to you free.

- d. 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.

- e. 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.

- f. 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:
 - i. Do not provide your account information, Password, or User ID to any other person;
 - ii. Do not leave your PC or mobile device unattended while you are logged into the credit union's Digital Banking site;
 - iii. Never leave your account information within access or view of others;
 - iv. Do not send privileged account information (account number, Password, etc.) in any public or general email system;
 - v. Do not allow your Internet browser to store your Digital Banking User ID or Password; and
 - vi. 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.

- g. 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.

- h. 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.

4. 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. 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.

- b. 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.
 3. The dollar amount of the suspected error and date on which it occurred.
- vii. If you verbally provide this information, we may require that you send us your complaint or question in writing within 10 business days.

5. Liability

- a. 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 Membership Agreement 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.

- b. Indemnification You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to a Digital Banking Account.
- c. 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 (Internet Explorer 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.
- d. 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.

6. General Terms and Conditions - Digital Banking Service

- a. Credit Union Agreements In addition to this Agreement, you and the credit union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Digital Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee(s) contained in our Fee Schedule.
- b. Changes and Modifications The credit union may modify the terms and conditions applicable to the Services from time to time. 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.
- c. 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.
- d. 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;
 - It is necessary to assist us in the collection of information for internal use;
 - 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;
 - It involves a claim by or against us concerning a deposit to or withdrawal from your account.

7. Governing Law This Agreement is governed by the Laws of the State of Arizona and applicable federal law.

EXHIBIT A

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).

1. 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.

2. 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 information, data, passwords, usernames, PINs, personally

identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf 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.

3. Power of Attorney You grant Hughes Federal Credit Union and its service providers a limited power of attorney as provided below 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. For all purposes hereof, you hereby grant Hughes Federal Credit Union and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. 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 OR ON BEHALF OF THE THIRD-PARTY SITES.

4. Third Party Account With respect to any third-party sites we may enable you to access through the Services or with respect to any non-Hughes Federal Credit Union accounts you include in the Services, you agree to the following:

- a. You are responsible for all fees charged by the third party in connection with any non-Hughes Federal Credit Union accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of those terms and conditions. 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.
- b. Any links to third party sites that we may provide are for your convenience only, and Hughes Federal Credit Union and its service providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the Services, are services of the listed institutions. We, nor our service providers, have responsibility for any transactions and inquiries you initiate at third party sites. The third-party sites you select are solely responsible for their services to you. We, nor our service providers, are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

5. 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.

6. 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.

7. Aggregated Data Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not

limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

8. 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.

9. 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 but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Hughes Federal Credit Union or its service provider or cause Hughes Federal Credit Union 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 in such a manner as to gain unauthorized entry or access to computer systems.

10. 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 in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

11. Disclaimer The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that 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 including financial, 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 which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Hughes Federal Credit Union and its third-party providers are not responsible for any credit, insurance, employment or investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. Hughes Federal Credit Union and its third-party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

12. DISCLAIMER OF WARRANTIES YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) 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 AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HUGHES FEDERAL CREDIT UNION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

13. 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, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.

14. Export Restrictions You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to:

1. any countries that are subject to U.S. export restrictions;
2. any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or
3. any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons.

You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law.

15. 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 of this User agreement unenforceable or invalid.