

## **TTCU FEDERAL CREDIT UNION**

### **ONLINE BANKING AGREEMENT TERMS & CONDITIONS**

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These terms and conditions constitute the Agreement between you and TTCU Federal Credit Union (“Credit Union”) with respect to the Online Banking Services ("Online Banking") offered to you. By participating in Online Banking or using the software, you are agreeing to be bound by the terms of this agreement, in addition to any terms and conditions to which you have previously agreed governing any other electronic banking, mobile banking, bill pay, mobile check deposit, or other related online service. This agreement is in addition to other agreements between the parties.

#### **Defined Terms**

In this Agreement:

The words "you" and "yours" mean those who applied for the Online Banking and any authorized users and the terms “us” and “we” means the Credit Union.

Online Banking means any electronic banking service available to you by the Credit Union through online or internet access, including but not limited to, mobile banking, mobile check deposit, online bill pay and any aggregate account service or other related electronic service.

The word "account" means any one or more share accounts you have with the Credit Union.

Electronic funds transfers ("EFTs") means electronically initiated transactions through Online Banking and Bill Pay transactions involving your accounts.

#### **Online Banking Access**

Online Banking Services allows you to access your account by your personal computer, smart phone, or tablet (collectively referred to as “access device”) using your required login information or touch ID. The Online Banking service is generally accessible seven (7) days a week, 24 hours a day, with the exception of those times when emergency or scheduled system maintenance is to be done, you and/or the Credit Union are experiencing equipment failure, telecommunications failure, or interruptions, the service is interrupted by payment networks or an exception applies as specifically stated in the “Liability for Failure to make Transfer” section. You will need an access device and a compatible web browser or app. The URL for the Online Banking service is [www.ttcu.com](http://www.ttcu.com). You are responsible for the installation, maintenance and operation of your access device and modem. The Credit Union will not be responsible for any errors or failures involving any telephone or internet service provider(s) or your access device.

#### **Online Banking Services**

At the present time, you may use the Online Banking service to:

- Transfer funds between your Savings, Checking and Money Market accounts.
- Transfer funds from your Checking, Money Market and Savings account to a loan account.
- Review account balance and transaction history for Loans, Checking, Savings, Money Market, Certificate, and IRA accounts.

- Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Make bill payments from your checking account using the Bill Pay service.
- Request a withdrawal from any Savings, Checking, or loan account by check mailed to you.
- Make transfers from your accounts with the Credit Union to the accounts of other persons at the Credit Union.
- Send funds between your TTCU accounts and your account at other financial institutions.
- Enroll for Estatements.
- Customize account alerts.
- View credit card transaction history including past statements.
- Place a stop payment.
- Reorder checks.
- Enroll in Mobile Deposit.
- Use an account aggregation service to view information about your accounts, loans, and investments through other financial service providers.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account or loan will be subject to your Loan Agreement and Disclosures, as applicable.

### **Online Banking Service Limitations**

The following limitations on Online Banking transactions may apply:

1. **Transfers:** You may make funds transfers to your other accounts as often as you like. However, transfers from your savings, money market accounts, or ATM Access Account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
2. **Account Information:** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
3. **Messages:** You may use the Message feature to send messages to us. Messages may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive Messages that you send and the Credit Union will not take action based on requests through Messages until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the

Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in the Section titled Member Liability.

4. **Transaction Limitation:** There is a per transaction dollar limitation of \$15,000.00 for Bill Pay. There are also limits for the use of PopmoneySM. You may view your limits within the Bill Pay service.

### **Third Party Providers**

You may access certain electronic services through Online Banking. You understand that these electronic services are provided by third party service providers. Your use of the service constitutes your agreement to the terms and conditions of this agreement and those specified by the third party service provider. These services are provided as a convenience to credit union members, and the Credit Union is not responsible for the accuracy or currency of information obtained through the third party service provider. The Credit Union does not have access to any passwords or access codes, and the Credit Union is not responsible for the security of any such passwords or access codes.

### **Mobile Banking Service Terms and Conditions**

Mobile Banking is a personal financial information management service that allows you to access account information and make transactions, as set forth above, using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Mobile Device") as an Access Device. If you choose to use Mobile Banking, designated accounts linked to your account through Online Banking will be accessible through the Mobile Banking service.

1. **Use of Services:** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your mobile device and the Software. The Credit Union may change or upgrade Mobile Banking from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. The Credit Union will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device. The Credit Union reserves the right to modify the scope of Mobile Banking at any time. The Credit Union reserves the right refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.
2. **Smartphones and Other Web Enable Devices:** You acknowledge that smartphones and other Web enabled devices, including the mobile device you use to access Mobile Banking, are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your mobile device.

Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or

personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Any losses, charges and unauthorized transactions involving your accounts that are incurred through loss of your mobile device or your failure to safeguard the security credentials you use (such as user names and passwords) to access Mobile Banking and Online Banking will remain your responsibility, except as otherwise provided in applicable law, regulation or other agreements between you and the Credit Union.

3. **Service Access, Messaging and Data Charges:** You understand that when you use Mobile Banking, you are subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking. By participating in Mobile Banking or using the Software you agree that Mobile Banking or the Software may require the use of your mobile device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your service agreement with your mobile service provider. You agree that the Credit Union is not responsible for any charges you may incur while using Mobile Banking and the Software. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.
4. **Mobile Banking Software License:** Subject to your compliance with these Terms and Conditions, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software application on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software application to that new or different Mobile Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Agreement; (ii) your deletion of the Software application from your Mobile Device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Mobile Device.

**Account Ownership/Accurate Information.**

You represent that you are the legal owner of the accounts you access through Online Banking and any financial information which may be accessed through Online Banking. You represent and agree that all information you provide to us in connection with Online Banking is accurate, current and complete, and that you have the right to provide such information to the Credit

Union for the purpose of operating Online Banking. You agree to not misrepresent your identity or your account information.

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone number(s), and e-mail address(es). Changes can be made either within the application or by contacting Member Relations. You agree to keep your account information up to date and accurate.

### **Restrictions on Use**

You agree not to use Online Banking, Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations.

### **Password and Security**

The password or access code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or make available your access code or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using Online Banking service. If you authorize anyone to use the Online Banking service or your access code or other means to access your account, you are responsible for any transaction they authorize. If you believe that your access code or other means to access your account has been lost or stolen or that someone may attempt to use the Online Banking service without your consent or has transferred money without your permission, you must notify the Credit Union at once by calling 918-749-8828 or toll free 800-234-8828 during member service hours.

### **Member Liability**

You are responsible for all transfers you authorize using the Online Banking services under this Agreement. If you permit other persons to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

If you tell us within two (2) business days after discovering your access code or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your access code or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may be liable for the full amount of the transfer if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you

from telling us, we may extend the time periods.

### **Errors and Questions**

In case of errors or questions about your transactions, you should, as soon as possible, notify us via one of the following:

1. Telephone us at 918-749-8828 or toll free 800-234-8828 during member service hours; and/or
2. Write us at:  
TTCU Federal Credit Union,  
PO Box 4999,  
Tulsa, OK 74159-0999

If you think your statement is incorrect or you need more information about a transaction list on the statement, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.

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

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days after your verbal notification.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. However, if we require more time, to confirm the nature of your complaint or questions, we reserve the right to take up to forty-five (45) calendar days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

If it is determined that there was no error, we will mail you a written explanation within three (3) business days after completing our investigation. You may request copies of documents used in our investigation. Any provisional credit may be revoked if we find an error did not occur.

### **Service Fees and Additional Charges**

The Online Banking service is free of a standard monthly service fee. However, there may be a charge for additional transactions and other optional services, such as non-sufficient (NSF) fees, stop payment fees, etc. You agree to pay such charges and authorize us to deduct the calculated amount from your designated account for these amounts and any additional charges that you may incur. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider.

### **Transaction Documentation**

Transfers and withdrawals transacted through Online Banking will be recorded on your periodic statement by mail or electronically if you have requested an electronic statement. You will receive a statement monthly. You may request that your statement be provided electronically.

### **Disclosure of Account Information to Third Parties**

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: [www.ttcu.com](http://www.ttcu.com). We will only disclose information to third parties about your account or transfers you make under the following circumstances:

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

### **Liability for failure to Make Transfers**

The Credit Union will use its best efforts to make all transfers properly. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions to this liability. The Credit Union shall incur no liability for the following:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
2. If you used the wrong access code or you have not properly followed any applicable access device, or Credit Union user instructions for making transfer and bill payment transactions.
3. If your access device fails or malfunctions or the phone lines or Credit Union equipment or software was not properly working and you knew or were advised by the Credit Union about the malfunction before you executed the transaction.
4. Circumstances beyond our control (such as, but not limited to, fire, flood, telecommunication outages or strikes, equipment or power failure, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances;
5. If the funds in your account are unavailable because of garnishment, levy or subject to an administrative hold, legal process or other claim imposed on us by law or by a government agency or court order.
6. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
7. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.

8. You have reported your password or access code as lost or stolen or we suspect your password or access code is being used in an unauthorized or fraudulent manner;
9. There may be other exceptions as established in our agreement with you.

Further, our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Credit Union, or by Internet browser providers, or by Internet access providers or by third party service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking services or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online Banking services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law.

#### **Termination of Online Banking Services**

You agree that we may terminate this Agreement and your Online Banking services, if you, or any authorized user of your Online Banking services or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or access code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

#### **Exclusion of Warranties**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ONLINE BANKING IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND EFFORT IN USING ONLINE BANKING IS WITH YOU. YOU ACKNOWLEDGE AND AGREE THAT ONLINE BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED, NEITHER ONLINE BANKING NOR THE ANY THIRD PARTY SERVICE PROVIDER NOR THE CREDIT UNION IS RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN, OR ANY INFORMATION RESULTING FROM, YOUR USE OF ONLINE BANKING. NEITHER ONLINE BANKING NOR ANY THIRD PARTY SERVICE PROVIDER NOR THE CREDIT UNION MAKES ANY WARRANTIES AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, WHETHER EXPRESS OR IMPLIED, REGARDING ONLINE BANKING INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY

OF ONLINE BANKING (INCLUDING, WITHOUT LIMITATION, THAT ONLINE BANKING WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS AND YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. The Credit Union shall not be responsible for your acts or omissions in using Online Banking nor the acts or omissions of any other person or entity, including without limitation, any Federal Reserve financial institution, automated clearing house or transmission, information or communications facility, any receiver, beneficiary, intermediary financial institution or receiving depository financial institution and no such person shall be deemed to be an agent of Online Banking.

**No Liability and Hold Harmless**

The Credit Union will use commercially reasonable efforts and ordinary care to provide you with access to Online Banking in accordance with these Terms and Conditions. In no event, however, shall the Credit Union be liable for its failure to provide access Online Banking or for your failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of your access device. Without limiting the generality of the foregoing, the Credit Union shall not be liable to you for delays or errors occurring by reason of circumstances beyond the control of the Credit Union, including without limitation, the failure of communication networks and interference with or interruption of Internet access or service, the failure of equipment, or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment.

The Credit Union will not be liable for consequential, incidental, special or exemplary damages, or lost profits, even if you advise the Credit Union of the possibility of such damages. You acknowledge and agree that you are solely responsible for protecting the confidentiality and security of the security credentials you use (such as user names, passwords and Access Codes) to connect to Online Banking and Mobile Banking. You further acknowledge having been informed that the Bluetooth application on your mobile device must be turned off when accessing mobile banking in order to protect the privacy of your financial records and information. You assume and accept all responsibility for the accuracy of all transactions performed or undertaken utilizing Mobile Banking. You agree to hold the Credit Union harmless from and against any liability of any character attributable to your use of Online Banking, excepts as otherwise provided in applicable law, regulation or other agreements between you and the Credit Union.

You understand and agree the Online Banking may not be encrypted and will include the display and transmission of personal or confidential information about you, such as your account activity of status. Delivery and receipt of information, including instructions for payment, transfer and other transactions involving the movement of money, through Online Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other

parties, or because of other reasons outside of the Credit Union's control. The Credit Union will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking, except as otherwise provided in applicable law, regulation or other agreements between you and the Credit Union. Additionally, you agree that neither the Credit Union nor the Credit Union's service providers shall be liable for any errors in the content of information obtained or transmitted through Online Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with data and text messaging imposed by your communications service provider. The Credit Union is not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any application store.

### **Indemnification**

Without limiting any of your other obligation to us under this Agreement, you agree to protect and fully compensate the Credit Union and the Credit Union's affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of Online Banking, your violation of any of the terms of Online Banking or your infringement, or infringement by any other use of your accounts, of any intellectual property or other right of anyone.

### **Changes to Terms and Conditions**

The Credit Unions reserves the right to change these Terms and Conditions at any time. In such event, the Credit Union may send any notice to you via email or give you notice by other electronic means. The revised terms and conditions will be effective at the earliest date allowed by applicable law. If the changes have an adverse effect on you or the services offered, we will provide you at least 21 days prior notice. Amendments or changes in terms or conditions may be made without prior notice if they do not result in higher fees, more restrictive service use, and disclosure for additional account information to necessary third parties, or increase liability to you. Any use of the Online Banking or Mobile Banking after the Credit Union posts a change will constitute your agreement to such change(s). The Online Banking terms and conditions are posted on the Credit Union's website at [www.ttcu.com](http://www.ttcu.com). Further, the Credit Union may from time to time revise or update the programs, and/or related material which may render all prior program versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of Online Banking and/or related services or material and limit access to the Credit Union's more recent revisions and updates of Online Banking.

You agree we may provide you with all disclosures, notices and other communications about Online Banking, and related services, and any future amendments, in electronic form. At your request, we will provide you with a paper copy of any documents posted electronically without any fee by calling us at 918-749-8828 or toll free 800-234-8828 during member service hours. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations. The Credit Union cannot guarantee the receipt of the notices.

### **Enforcement**

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Oklahoma as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Oklahoma law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

### **Captions**

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

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