

Shell FCU Digital Banking Agreement and Disclosure

Introduction

Shell Federal Credit Union strives to provide you with the highest quality Digital Banking (“Service”) available. This Digital Banking Agreement and Disclosure (“Agreement”) sets forth the terms and conditions of your use of the accompanying software (“Software”). You should carefully read the following terms and conditions before using this product. You are consenting to be bound and will become a third party to this agreement. Your use of Shell FCU’s Digital Banking Service indicates that you have read, understand, and agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, please do not use this Service.

Americans With Disabilities

We are committed to providing an experience convenient to the widest possible audience, in accordance with WCAG standards and guidelines. If you are using a screen reader or other assistive technology and are encountering problems using the Digital Banking platforms, please call us at (713) 844-1100.

Enrollment

By enrolling in the Service, you agree to all of the terms and conditions contained in this Agreement and Disclosure. From time to time, we may offer additional Digital Banking Services and features. Please note that any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service, if applicable. These terms and conditions may be modified or canceled from time to time without notice , except as required by law.

Computer Equipment and Software

Eligible Members of Shell FCU may access our Digital Banking Service using our App or by visiting our website at www.shellfcu.org. You will need a Device with reliable Internet service and a Web Browser currently supported by the Browser’s Developer. (Outdated versions of Browsers or hardware will not be supported by Shell FCU’s Digital Banking Service.) You are responsible for the installation, maintenance, security and operation of the Device, Apps and any Browser software. We will not be responsible for any direct, indirect, special or consequential losses or damages arising in any way out of the installation, use or maintenance of your equipment, software or the Services, except where required by law.

Definitions

The following words used in this Agreement and Disclosure have the meanings given below:

- a. “You” and “Your(s)” (capitalized and non-capitalized) mean each person with authorized access to your Accounts through Digital Banking. You are considered an End User of this Software.
- b. “We,” “Us,” “Our,” “Shell FCU,” “Credit Union,” and “Licensee” (capitalized or non-capitalized) mean Shell Federal Credit Union, its officials, officers, employees, agents and affiliates
- c. “Account(s)” means your eligible Shell FCU savings, checking, money market, share certificate, loan or other product which can be accessed through Digital Banking.
- d. “Agreement” means this Digital Banking Agreement and Disclosure.
- e. “Device” means a supportable Internet-capable device such as a desktop, personal computer, cellular phone, watch, tablet or other device that allows secure data traffic.
- f. “Digital Banking” means accessing banking services through websites or applications provided by Shell FCU or its selected third-party service providers.
- g. “Licensor” means Shell FCU or its selected third-party Digital Banking software provider(s).
- h. “Credentials,” “Login Credentials,” mean the User ID, Password, Security Tokens and other identification used to identify you as authorized to view, access and transact upon your Account(s).
- i. “Intellectual Property Rights” means the Licensor shall maintain sole ownership rights to the Software

as well as any updates to the Software. The Licensor hereby grants to you the limited right and license to use the Licensor's Intellectual Property pursuant to the terms and conditions of this Agreement and you cannot claim any ownership rights to the Licensor's Intellectual Property or any applications or registrations relating thereto. The Licensor retains the right to promote, provide, license or sublicense the use or access to this Software to other parties.

j. "Software" shall mean the Licensor's Software (including related documentation, content and materials provided in conjunction therewith) as licensed to the Licensee pursuant to an agreement and to you through this Agreement.

k. "Confidential Information" means all nonpublic information concerning the business, technology, products, services, internal structure and strategies of the Licensor.

General Agreement and Disclosure Acknowledgements

Digital Banking Description of Service

Digital Banking is offered as a convenience. It is offered as a method for managing your accounts and services with us. Digital Banking allows you to access your Credit Union account information, make payments to Payees, transfer funds and conduct other banking transactions. We do reserve the right to limit the types and number of Accounts eligible and the right to refuse to process any transaction you request through Digital Banking. We also reserve the right to modify the scope of this Service at any time. This Agreement may be agreed to and executed electronically, as permitted by law. By downloading, installing or using any part of the Software, or otherwise indicating acceptance, you confirm that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Use of Digital Banking Services

We may modify this Service from time to time at our sole discretion. In the event of any changes, updates or modifications, you are responsible for making sure you understand how to use the Service, as modified. Except as otherwise required by law, we may also change the terms of this Agreement at any time. If we do make changes, we will update this Agreement, which can be viewed online. As always, you may choose to accept or decline changes by continuing or discontinuing the use of Digital Banking. Changes to fees or terms applicable to your Accounts are governed by the agreement(s) otherwise governing your applicable Accounts.

Privacy Policy

Shell FCU is committed to providing you financial products and services to meet your needs and help you reach your financial goals. We are equally committed to protecting our members' privacy. You can be confident that your financial privacy is a priority of this Credit Union. Please visit www.shellfcu.org/Content/PDFs/PrivacyPolicy.pdf to review our Privacy Policy and for an explanation of how we collect, use and safeguard your personal financial information. If you have any questions, please contact us at (713) 844-1100.

Fees

Shell FCU does not assess a fee for accessing Digital Banking. All other fees which have been separately disclosed to you in connection with your Accounts will continue to apply.

Business Days

Our business days are Monday through Friday except for holidays.

Your Responsibilities as an End User

By enrolling in Digital Banking, you agree that the following requirements are your responsibility:

Account Ownership/Accurate Information

You agree that you are the legal owner of the Accounts and other financial information which may be accessed via Digital Banking. You agree not to misrepresent your identity or your account information and you understand that you are required to keep your personal contact information current and up to date for this purpose. You agree to keep Shell FCU informed of changes to your email address and other personal contact information on file. You also agree that you are an authorized user of the Device on which the Service is running.

User Security

You agree to take every precaution to safeguard and ensure the safety of your identity, Accounts, transactions and confidential user access credentials and passwords when using Digital Banking. You agree to never give your personal information, Account information, or user access credentials and passwords to anyone you do not know, whose identity you cannot verify, and who are unauthorized to conduct transactions on your Account(s). If you give your personal information or user access credentials to someone and that person uses your information to access your Account(s), you agree that such use will be deemed authorized and you will be responsible. You agree that you will also be liable for all transactions performed by such individual(s), as allowed by law. Shell FCU reserves the right to rely upon the access of Digital Banking, using the user access credentials you provide as legitimate. Shell FCU will never contact you and ask you to give us your Account information, including user names, personal identification numbers, and account numbers, over the phone, by email, or by text message. You agree not to disclose your personal information and account information to unknown persons through these or any other channels for any reason. You agree to remain vigilant for phishing and other fraudulent scams and to notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the Credit Union. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not be liable unless required by law. For added security, you agree to not leave your Device unattended while logged into Digital Banking and you will log off immediately at the completion of each access. To better protect your access, we recommend that you change your Password regularly and you should never write it down where anyone but you has access to it. Please note that once you are logged into Digital Banking using your password, we will act on any instructions received by you. You are ultimately responsible for keeping your user access credentials and Account information confidential. Shell FCU and/or Licensor will not be liable for any damages or losses as a result of your failure to comply with this Agreement.

Reporting Suspicious Activity

If for any reason you believe that your Access Credentials, User ID, Password, personal or Account information may have been compromised, if you believe that activity has taken place in your Accounts without your permission or if you suspect any fraudulent activity in your Accounts, please notify us immediately by calling (713) 844-1100. You may also notify us in writing at Shell Federal Credit Union, P.O. Box 578, Deer Park, TX 77536-0578. Please refer to Shell FCU's Electronic Funds Transfer Disclosure for information regarding error resolution. Shell FCU and/or third party service provider(s) make no representation that any content or use of Digital Banking is available outside of the United States. By accessing Digital Banking from locations outside of the United States, you do so at your own risk.

User Conduct

As an End User of this Service, you agree to not use Digital Banking and the content or information delivered through Digital Banking in any way that would be considered illegal or in violation of any law or statute. Harassment or threatening language may result in the termination or suspension of your access to the Service. You also agree not to make commercial use of Digital Banking by reselling, leasing, renting or distributing your access to Digital Banking.

Transfer Types and Other Features

The following transactions are available through Digital Banking:

- View Account balances, transactions and pending transactions.
- Transfer funds between your Accounts, including loan payments.
- Transfer funds to other Shell FCU Members, including loan payments.
- Perform External Transfers (“FI-to-FI Transfers”) with accounts outside of Shell FCU.
- Make Bill Payments and view Payee, amount, processing date, payment status for your Bill Payments.
- Open additional Accounts.
- Apply for Loans and Mortgages.
- Communicate with us through our secure messaging Chat Service.
- Submit Travel Notifications to help protect credit and debit card transactions while you travel.
- Transactions involving your Accounts, including Share Draft (Checking) Account stop payment requests, are subject to the terms of your Membership and Account Agreement.

Preauthorized Payments

Liability for Failure to Stop Payment of Preauthorized Transfers

If you request for us to stop one of these payments within the time limits established by the Credit Union and we do not do so, we may be liable for your losses or damages.

Credit Union Liability

If we do not complete a transfer to or from your account on time or in the correct amount as according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

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

External Transfers

Within Digital Banking you may separately enroll for the External Transfers service. This Service allows you to transfer funds between your linked personal deposit Accounts at Shell FCU and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an Account at Shell FCU. An outbound transfer moves funds from an Account at Shell FCU to an account outside of Shell FCU. You will need to enroll each of your non-Shell FCU accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with Shell FCU procedures. You may either use the “Instant Account Verification” process by entering valid credentials for accessing the account at the external financial institution, or utilize the manual enrollment process. You will have approximately 30 days after enrolling an account to complete the verification process.

Verification instructions will be provided during the enrollment process.

Funds requested to be transferred will typically be debited/credited to your Shell FCU Account the business day following the day you initiate the transfer, provided you have met the cutoff time for submitting External Transfers. In the case of a future-dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is normally 3:00pm Central. Funds requested to be transferred will be debited/credited to the non-Shell FCU account according to the receiving Financial Institution's availability and transaction processing schedule.

Requests for immediate transfers of funds cannot be canceled past the cut off time. Future-dated and recurring transfers can be canceled by 3:00pm Central the day prior to the scheduled transfer date. If the transfer status is indicated as successful, the transfer is complete and cannot be canceled.

There currently are no fees for the Service. A current copy of this Digital Banking Agreement can be viewed on our website at www.shellfcu.org or by contacting us at (713) 844-1100.

Mobile Deposits

Mobile deposits are designed to allow you to make deposits to your eligible checking, savings, or money market checking Accounts from home or other remote locations by capturing an electronic image of a check and delivering said image and deposit information to Shell FCU's designated processor. When you use this Service, you accept this Agreement. Shell FCU reserves the right, at its discretion, to modify, change, add or remove portions of this Service. Continued use of this Service will indicate acceptance of any such changes.

We are required by law to tell you which checks can be deposited using this Service. You agree to scan and deposit "checks" only as defined in Federal Reserve Board Regulation CC ("Reg CC"). What this means is that some items are ineligible for deposit and you agree that you will not use this Service to scan or attempt to deposit any of the following types of checks or other ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the Account into which the check is being deposited.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an Account in the name of all Payees.
- Checks drawn on a Financial Institution located outside of the United States.
- Checks that are remotely created checks, as defined in Reg CC.
- Checks not payable in United States currency.
- Checks or items that are not acceptable under the terms of your Shell FCU Membership and Account Agreement.
- Checks payable on sight or payable through Drafts, as defined in Reg CC.
- Checks with any endorsement on the back other than that specified within this Agreement.
- Checks that have been previously deposited at any financial institution or that have been submitted through this Service or through an electronic deposit delivery system offered by any other Financial Institution and/or Shell FCU. (e.g. Mobile, Branch, ATM, and Automated Clearing House (ACH) check conversions.)
- Checks that are drawn on or produced from any of your Shell FCU Account(s), written to yourself, and authorized by yourself for deposit to your own Account.

You must endorse a check on the back before making a Mobile Deposit. You agree to endorse any item transmitted through this service to include "For Mobile Deposit Only" and a signature of the

Payee(s) listed on the front of the check. This is known as a “restrictive” endorsement. You agree to follow all procedures for the use of this Service as required by Shell FCU and as required by law.

For your protection, we may establish limits on the dollar amount and/or number of items or deposits eligible to be processed through this Service. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$5,000.00 per business day, for qualified users. In addition, the current monthly dollar limit is \$20,000.00 per any 30 consecutive calendar day period, for qualified users. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for qualified users.

Items transmitted using this Service are not subject to Federal Reserve Board Regulation CC or Shell FCU’s Funds Availability Policy. If the image of an item is approved before 4:00pm Central on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using this service will generally be made available within 24-48 hours, excluding weekends (Saturday and Sunday) and Federal holidays. Shell FCU may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction information, and other factors deemed relevant by Shell FCU. Extended holds will be placed on deposits when deemed necessary.

Upon your receipt of a confirmation from Shell FCU that we have received an image that you have transmitted, you agree to retain the check for at least ninety days from the date of the image transmission. After ninety days, you agree to destroy the check that you transmitted as an image, mark it “void”, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to provide it to Shell FCU upon request within 3 business days of the request. If you are unable to provide the requested item, Shell FCU reserves the right to reverse the original deposited funds at our discretion.

eStatements

By optionally enrolling to receive eStatements, eNotices, eTax Forms and other records electronically, you consent to permit Shell FCU to provide communications and information to you in a secure electronic format rather than in paper form, for your selected Accounts. You authorize us to notify you at your registered email address each time a new eStatement or other electronic document is available for an Account that you have selected, to let you know it’s available in Digital Banking. Up to 24 months of consecutive monthly Statements and Notices will be available and can be viewed, printed or saved, at your discretion. Statements and Notices beyond that timeframe and no longer accessible online can be requested by contacting us. There is no fee to request a paper copy of a regulatory notice or a copy of changes to fees or terms on your Account. If you wish to have a paper copy of a Statement or check, normal research fees may apply. Please refer to our Rate and Fee Schedule for details.

You have the right to withdraw your consent to receive eStatements at any time. This can be done from within the Digital Banking Services or by contacting us. Once the withdrawal of your consent has been received and processed, you will no longer receive eStatements, nor have access to these documents within Digital Banking.

You must promptly review your Statements and any accompanying items and notify us in writing of any error, unauthorized signature, alteration or irregularity. Please write to us at Shell Federal Credit Union, P.O. Box 578, Deer Park, TX 77536-0578. You may also contact us via telephone at (713) 844-1100, or in person at any of our locations (within the applicable time periods specified in your Membership and Account or Deposit Agreements).

Biometric Access

Biometric Access (including Touch ID, Face Recognition and other methods, as available on your Device) is a service provided by the manufacturer of your Device. This feature allows you to use your fingerprint, face or other method to authenticate into this Service. This information is stored only on your Device and is used to exchange a secure token between your Device and this Service to streamline the login process. Shell FCU does not see or receive biometric information from your Device; only that secure token.

You understand and agree that anyone with a fingerprint, faceprint or other biometric registration on your device may have the ability to use those credentials to log into the Services, view your Account information, conduct transactions on our behalf. It is your responsibility to ensure that adequate controls are in place to prevent such activities. If this occurs, the logging into, viewing of information and any transactions conducted, by virtue of such individual having been granted access to the biometric features of your Device, are performed with your full permission and authority, and are performed as you (as if you performed said activities and actions).

We advise you to review and confirm that registered fingerprints, faceprints or other access-granting registrations on your Device belong to individuals only with the authority to view your Accounts.

Termination of Digital Banking Services

This Agreement shall remain in effect until the earlier of (a) the termination of your license to use this Software or (b) the termination of this Agreement as set forth herein. This Agreement may be terminated by you, Shell FCU or its third-party service providers at any time, for any reason. Your rights under this License will terminate immediately if you breach any of the terms of this Agreement or violate any Licensor Intellectual Property Rights. In the event that you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including reoccurring transfers that were previously authorized but were not made. We may also reserve the right to suspend the Service either temporarily or permanently in situations we deem appropriate. For the protection of your Accounts, we may consider such events as repeated and failed attempts to enter your Login Credentials as an attempted security breach. We will respond and act upon suspected security incidents in the interest of protecting your Accounts. Termination of the Service does not affect your obligations under this Agreement in respect to activities performed prior to termination.

Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect, and such invalid, illegal or unenforceable provisions shall, to the extent permitted and possible, be deemed replaced by a provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable provision.

Licensor Statements

Please make special note of the following:

- The Licensor shall have no obligation to participate, assist or provide consultations to you in connection with the implementation, training or use of this Software. This Agreement does not require the Licensor to develop or create any modifications to the Software (“Updates”) or deliver any Updates to you. The Licensor retains no warranty regarding any Updates or the compatibility of any Updates. The Licensor is not obligated to provide any support in connection with the Software other than what is outlined in a separate written agreement with Shell FCU.
- The Licensor requires you to represent, warrant and covenant in compliance with all applicable laws, rules and regulations in your use of the Software. This includes compliance with State and Federal laws related to data security and nonpublic personal information.

There are certain actions that the owner of this Software restricts you from performing. Except as provided for within this Agreement, you may not:

- Publish, display, rent, lease, modify, loan, distribute or create derivative works based on the Software or any part thereof;
- Copy, decompile, reverse engineer, disassemble, translate, adapt or otherwise reduce the Software to a different form;
- Create or attempt to create the source code from the object code of the Software;
- Make any third party software contained in the Software a standalone product;
- Take any action that will infringe on the intellectual property or other proprietary rights of the Licensor or any third party software provider;
- Access or utilize the Software for competitive purposes or to develop software or services competitive with the Software; or
- Sublicense or assign this Software.

Disclaimer Warranties and Limitations of Liability

Disclaimer Warranty

To the maximum extent permitted under applicable law and except as otherwise expressly set forth herein, this Software is provided as-is, without warranty of any kind. Please understand that Shell FCU does not guarantee that your Device or wireless service provider will be compatible with Digital Banking. It will be your responsibility to ensure that your Device is protected from harmful components which could result in damage to your phone or Device and damage that could result in information being intercepted by a third party.

Shell FCU is not responsible or liable:

- For any indirect, incidental, special or consequential damages as a result of malware, viruses or other harmful components.
- If any nonpublic personal information is accessed via Digital Banking due to any virus or other malware residing in or being contracted by your Device at any time, from any source.
- For errors or delays or your inability to access the Software that is caused by your Device or Internet service provider.
- For the cost of upgrading your Device in order to remain current with the Service.
- Any damage to your Device or the data within.

To the maximum extent permitted under applicable law, under no circumstance will the Licensor be liable to you or any third parties for any indirect, special, incidental, consequential, or punitive damages of any kind or for any matter arising from or relating to this Agreement, the Software or any updates provided including, without limitation, your use of or inability to use the Software, regardless if such liability is asserted on the basis of contract, tort, even if the Licensor was informed of the possibility of such damages.

Remedies

You agree that a breach of this Agreement may cause Shell FCU or the Licensor irreparable injury or damage. In addition to all other relief and remedies available to the Licensor, the Licensor shall be entitled to seek temporary and permanent injunctive relief to prevent an actual or threatened breach. The parties waive the posting of any bond or surety prior to the issuance of the injunction.

Indemnification

You agree to defend, indemnify, and hold Shell FCU, the Licensor, and its officers, shareholders, directors, employees, agents and affiliates (each of which is a "Licensor-Indemnified Party") harmless from and

against any and all costs, liabilities, losses and expenses including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any Licensor-Indemnified Party relating to: (a) a breach or alleged breach by you or any of your representations, warranties, covenants, or obligations hereunder, (b) your use, misuse, or failure to use the Software, or (c) infringement or misappropriation of any Licensor Intellectual Property or the Intellectual Property rights of any third party by you.

Export Restrictions

By using the Software, you agree to comply with the export laws and regulations of the United States and other applicable jurisdictions. Without limiting the generality of the forgoing, you represent that (a) you are not named on or acting on behalf of a person or entity named on any U.S. or other applicable list of persons or entities prohibited from engaging in transactions, and (b) you shall not access or use the Software in violation of any U.S. or other Countries' export embargo, prohibition or restriction. You should understand and acknowledge that some Countries have restrictions on the use of encryption within their borders or the import or export of encryption even if only for temporary personal and business use. You also understand and agree that you are ultimately responsible for complying with any and all government import, export and other laws.

U.S. Government End Users

This Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only the rights set forth in this agreement.