



TEXAR Federal Credit Union
2301 Richmond Rd.
Texarkana, TX 75503
(903) 223-0000
www.gotexar.com

ELECTRONIC FUNDS TRANSFER AGREEMENT and DISCLOSURE - REG E

This Electronic Funds Transfer Agreement and Disclosure ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. "Account" means any one or more of your savings, money market, and checking account(s) you have with us. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account card for EFT services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

TYPES OF ELECTRONIC FUND TRANSFER SERVICES. The following describes the services, if approved, that are available, and some limitations that apply:

1. Discover Debit Card. You may use your Discover Debit Card to:

- Withdraw funds from your savings and checking accounts.
- Make deposits to your savings and checking accounts.
- Transfer funds between your savings and checking accounts whenever you request.
- Obtain balance information on your savings and checking accounts.
- Pay for purchases at places that have agreed to accept the Card.
- Make Point of Sale (POS) transactions to purchase goods or services at POS terminals that have the Discover logo.
- Order goods or services by mail, telephone, or via the Internet from places that accept the Card.
- Make cash withdrawals in foreign countries and in foreign currencies.
- Pay bills directly by telephone from your savings and checking accounts in the amounts and on the days you request.

Some services may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account.

Limitations. The following limitations will apply to your Card:

- The maximum dollar amount of cash withdrawals per day is \$1,000.00. Sufficient funds must be available to make any withdrawal. There is no limit to the number of cash withdrawals that you make in one day.
- Your debit card spending limits are set at \$2,000.00 per day for PIN transactions, and an additional \$2,000.00 per day for signature transactions.
- You may use your debit card up to 20 times per day for transactions requiring a PIN number, and an additional 20 times per day for transactions requiring a signature.
- There is a 5-deposit limit in any one 24-hour period (midnight to midnight) for both cash and checks, or a combination thereof.
- You may deposit \$5,000.00 in checks and \$9,999.00 in cash in any 24-hour period (midnight to midnight).
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorization's for 3 business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own.

2. Electronic Check Conversion & Electronic Returned Check Fees. If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

3. Preauthorized Electronic Funds Transfers. You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer.

4. Audio Response. You may access your accounts via our touch-tone telephone system. You may use telephone access to:

- Transfer funds between your savings, checking, and money market accounts;
- Obtain balance, account activity, and other information on your savings, checking, money market, share certificates, IRAs, and loan accounts;
- Verify whether a check or other item has cleared your savings, checking, and money market account;
- Make loan or credit card payments from your savings, checking, and money market accounts;
- Change your PIN number on the telephone access service or on your Debit Cards.

To access this service you can call 903-832-2444. This service is available 24 hours a day, 7 days a week.

Limitations. There are no limitations that will apply to the Telephone/Audio Response Service.

5. Anywhere Access. We offer an Online Banking service that you may access from a personal computer that has Internet access or from your mobile device. You will need your password and username to access your accounts, as instructed when you log on. You may use this service for the following:

- Make check deposits to your savings, checking, and money market accounts with Remote Deposit capabilities;
- Make transfers between your savings, checking, and money market accounts;
- Obtain balance information on your savings, checking, money market, share certificates, IRAs, and loan accounts;
- Make payments on your Credit Union loans from your savings, checking, and money market accounts;
- Access internet bill pay services to make payments to various creditors;
- Verify whether a check or other item has cleared your savings, checking, and money market account;
- Obtain tax information on amounts earned on applicable accounts;
- Obtain information on interest paid on loan accounts;
- Change your password;
- Access or utilize other services that we may make available to you from time to time.

Our Online Banking service will be available to you 24 hours a day, but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

Other EFT Disclosures contained in this document apply to Online Banking services as well. You will also be required to comply with instructions and agreements provided online when you log onto the Online Banking service.

6. Online Bill Payment Services. Through our Online Banking service, we offer Bill Pay services so that you may pay your bills to third-party creditors and payees electronically. You must agree to the online bill payment services agreement included on the bill pay services website, which agreement is incorporated by reference herein. You may also be required to comply with other instructions and agreements provided online when you log onto the Bill Pay service.

FEES. There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Fee Schedule that was provided to you. ATM Fees: Additionally, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The amount of this fee will be disclosed to you by the owner of the ATM.

USE OF DEBIT CARDS AND SERVICES.

Ownership: any card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the card according to our instructions. We may repossess the card at any time in our sole discretion without demand or notice to you. You cannot transfer the card, access code, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

Honoring the Card(s); Refunds: Neither we nor the merchants authorized to honor the card will be liable for failure or refusal to honor your card, access device, or code. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Illegal Transactions: You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Foreign Transactions; Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Discover from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Discover itself receives; or (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) may be charged a foreign transaction fee, even if you are located in the United States. Please refer to our separate Fee Schedule for additional information about charges.

Security of Card and Access Codes: The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union.

Joint Accounts: If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use an access code may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

Reversal of Transactions: You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

No Right to Stop-Payment for Terminal Transactions: Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

LIABILITY FOR UNAUTHORIZED USE. Tell us AT ONCE if you believe your Debit Card or any of your access codes have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. The TEXAR mobile app is the best way of keeping your possible losses down.

Under no circumstances, will you be liable for more than \$50 if you tell us within 2 business days after you learn of the loss or theft of your card or access code and someone used your card or access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that that person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us by calling us at (903) 223-0000, or by writing to us at 2301 Richmond Road, Texarkana, TX 75503, and allowing us reasonable time to act on your notification.

If you believe your card or access code has been lost or stolen, call: (903) 223-0000 during normal business hours or write: 2301 Richmond Rd, Texarkana, TX 75503. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission. If you are unsure of a charge or unsure where your card is located you can also turn the card off by utilizing the TEXAR mobile app.

BUSINESS DAYS. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

DISCLOSURE OF YOUR INFORMATION. We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
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.

RIGHT TO RECEIVE DOCUMENTATION

PERIODIC STATEMENTS. Transfer and withdrawal transactions made through any card, Online Banking or Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

TERMINAL RECEIPTS. You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or Debit Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

PREAUTHORIZED EFTS. If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at (903) 223-0000 or use telephone access or Online Banking to find out whether or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED PAYMENTS

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at (903) 223-0000, or write us at 2301 Richmond Rd, Texarkana, TX 75503, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please see the Fee Schedule for any fees charged for stopping payments.

Notice of Varying Amounts. If preauthorized recurring payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS. 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. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, Online Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

BILLING ERROR RESOLUTION *(does not apply to international remittance transfers):*

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

By Telephone: (903) 223-0000

By U.S. Mail: 2301 Richmond Rd, Texarkana, TX 75503

By e-mail: internetmemberservice@gotexar.com

- Tell us your name and account number (if any).
- Describe the error or the transfer 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 that you send us your complaint or question in writing within 10 business days. So that we may fully investigate your complaint, we may ask you to provide additional information to the extent allowed by law. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45* days to investigate your complaint or question. If we decide to do this, we will credit your account within 10** business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will reverse the provisional credit to your account and send you a written explanation. You may ask for copies of the documents that we used in our investigation. Please see the Fee Schedule for any fees associated with such copies.

*For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. ** For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

Termination. You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may terminate this agreement by notifying you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination.

IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM MACHINES. The following is a list of safety precautions that you should follow when using an ATM machine or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your Debit card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.

ONLINE BILL PAYMENT SERVICES AGREEMENT

This Agreement represents the terms and conditions governing use of iPay-a service offered by TEXAR Federal Credit Union ("TEXAR") through which users may electronically instruct TEXAR to make payments to designated payees.

This Agreement shall be binding on both you, as an authorized user, and any person to whom you or TEXAR provides access to your iPay account. The terms and conditions of this Agreement shall supplement those set forth in the "Membership & Account Services Agreement," disclosures, and other documents in effect from time to time which govern your account. To the extent that the terms of this Agreement conflict with those of said documents, this Agreement shall govern. Furthermore, to the extent any dispute arises between you, TEXAR, and/or any third party with regard to iPay, this Agreement shall resolve such dispute.

TEXAR may assign this Agreement to any future directly or indirectly affiliated company. TEXAR may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors and/or other third parties.

For purposes of this Agreement, TEXAR's "business days" are Mondays through Fridays, excluding federal holidays.

Scheduling Payments

iPay users may instruct TEXAR to make either single, one-time payments, or reoccurring payments. Single payment instructions are processed on the business day that the user designates as the payment's processing date, provided the instruction is submitted before the daily "cut-off time" of 2:00 p.m. (CST) on such date. Reoccurring payment instructions are processed on the processing date designated by the user and on the same day of each month thereafter, based upon the user's selected frequency of payment.

When a user specifies the 29th, 30th, or 31st day of each month as the reoccurring processing date and such day does not exist in the particular month during which a payment is to be made, the payment shall be made on the last day of that month. When a user specifies a non-business day as the processing date, or when a reoccurring payment date falls on a non-business day, such payment shall be processed either on the first business day following the proposed processing date or on the first business day preceding the proposed processing date, depending on whether the user selects the "Pay Before" or "Pay After" option when submitting the payment instruction.

When a payment instruction is submitted, iPay will calculate and provide to the user an estimated date on which the payment will arrive and be available to the designated payee. Users should be aware that such date is only an estimate and may or may not be accurate on all occasions. Accordingly, all users should select processing dates which allow ample time for intended payments to reach designated payees by such payees' respective due dates.

By submitting payment instructions through iPay, users authorize the service and TEXAR to follow the same by debiting and remitting funds on the user's behalf. In order to process payments more efficiently, iPay may edit or alter payment data or data formats in accordance with payee directives.

TEXAR will use its best efforts to make all payments according to the user's instructions. However, TEXAR shall incur no liability if it is unable to complete any payment initiated by a user because of any one or more of the following circumstances: (1) The user's designated payment account does not contain sufficient funds to complete the proposed transaction; (2) The proposed transaction would exceed the credit limit of the user's designated account, or otherwise cause an overdraft of the same; (3) The payment processing center is not working properly and the user has been notified of the same before submitting a payment instruction, or before the processing date of a proposed payment; (4) The user failed to provide correct information in his, her, or its payment instruction, such as the correct name, address, or phone number of the proposed payee, or the user otherwise provided outdated or incomplete information; or (5) Circumstances beyond TEXAR and/or iPay's control (such as fire, flood, or interference from an outside force) prevent processing of the proposed transaction and TEXAR and/or iPay have/has taken reasonable precautions to avoid or manage such circumstances.

In the event TEXAR incorrectly debits a user's account or fails to follow the instructions provided by a user, TEXAR will take reasonable steps as necessary under the circumstances, such as returning improperly transferred funds to the user's payment account or redirecting a payment to the proper payee.

Payment Limitations

The following dollar limitations apply to all transfers made through iPay:

(1) a \$15,000.00 per item limit for general payments; (2) a \$2,500.00 per item limit for e-mail payments; and (3) a \$2,500.00 daily limit for email payments.

With regard to payees, payments shall be limited to payees located in the United States, including U.S. territories, APOs, and AEOs. Furthermore, TEXAR reserves the right to refuse the designation of any payee for any reason. TEXAR shall not be responsible for a user's violation of any law or regulation in connection with use of iPay, including, without limitation, the sanctions laws administered by the U.S. Office of Foreign Assets Control.

Canceling and Editing Payment Instructions

Users may cancel or edit a payment instruction at any time, free of charge, prior to 2:00 pm (CST) on the scheduled processing date. "Cancellation" or "edit" requests submitted after 2:00 p.m. (CST) on the scheduled processing date may be subject to a fee as set forth in TEXAR's most current fee schedule.

If TEXAR has already begun processing a payment, users must submit a "stop payment" request by contacting (903) 223-0000, or by submitting such request online via TEXAR's website or through TEXAR's mobile app. In the event a TEXAR representative cannot be reached by phone, users should leave a voice message.

Please note that TEXAR's ability to process a "stop payment" request will depend, among other things, on the selected payment method and whether a check has cleared. If TEXAR is unable to stop a payment from processing, users must resolve any disputes directly with the payee.

Although TEXAR will make every effort to accommodate "cancellation," "edit," and "stop payment" requests, it shall incur no liability for failing to achieve the same.

Receiving Funds

In addition to authorizing TEXAR to debit designated accounts in accordance with payment instructions, users also authorize TEXAR to credit designated account for payments returned to iPay by the U.S. Postal Service or by any intended payee, or for payments remitted to users on behalf of other iPay users.

Please note that TEXAR's ability to process a "stop payment" request will depend, among other things, on the selected payment method and whether a check has cleared. If TEXAR is unable to stop a payment from processing, users must resolve any disputes directly with the payee.

Although TEXAR will make every effort to accommodate "cancellation," "edit," and "stop payment" requests, it shall incur no liability for failing to achieve the same.

Receiving Funds

In addition to authorizing TEXAR to debit designated accounts in accordance with payment instructions, users also authorize TEXAR to credit designated account for payments returned to iPay by the U.S. Postal Service or by any intended payee, or for payments remitted to users on behalf of other iPay users.

Service Fees & Additional Charges

iPay users may incur fees and/or charges for optional services. All users agree to pay such fees and charges and authorize TEXAR to deduct the same from their designated account(s). Any fees or charges associated with a user's standard deposit account will continue to apply. Users are also responsible for all fees, service charges, and data usage charges that may be assessed by their internet or telephone provider.

Disabling Inactive Accounts

iPay may be disabled at any time—without notice to the user—on any account which has not received a payment instruction for 180 days or longer. In such a case, an inactivity fee may be imposed.

Unauthorized Transactions

Users agree that access codes are a commercially reasonable means for protecting iPay accounts. Users are solely responsible for protection of their respective access codes and access devices. Accordingly, users authorize TEXAR to process any transaction initiated by use of their iPay account, whether or not the user actually authorized such transaction.

Unless otherwise required by law, TEXAR shall incur no liability for damages arising from unauthorized transactions or interference which occurs before TEXAR has been notified of the same and has had a reasonable opportunity to act.

Joint Account Owners

An account having more than one owner is called a "joint account." Each owner of a joint account is bound by the terms and conditions of this Agreement and agrees to be jointly and severally liable for any charges or obligations incurred by another owner of the same account under the terms of this Agreement.

Each owner of a joint account shall have full and independent authority to use iPay. Unless the primary owner of a joint account submits a request to TEXAR to terminate a joint owner's access, TEXAR will follow any and all payment instructions submitted by any owner of a joint account, without consent of or notice or liability to other owners of the account—even if processing such instruction results in an overdraft of the account (in which case all owners of the joint account shall be jointly and severally liable for repayment of overdraft fees). Similarly, TEXAR may follow any "cancellation," "edit," or "stop payment" requests (including requests that no further payments be permitted from the account) from any owner of a joint account, without consent of or notice or liability to other owners of the account. Finally, TEXAR may treat any notice required by this Agreement as being given to all owners of a joint account when such notice is given to any one owner of the account.

Indemnification

Users agree to indemnify and hold TEXAR harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), and losses or damages claimed by any third parties arising out of any transactions or attempted transactions covered by this Agreement, or resulting from a user's breach of this Agreement.

eBill Summaries

eBill is an optional iPay feature which—if activated by a user—allows such user to receive electronic summaries of their paper billing statements directly to their iPay account. The decision to continue to send paper billing statements in addition to eBill summaries is at the sole discretion of each individual biller.

Upon activation of the eBill feature, users authorize TEXAR to notify any and all of the user's billers of their request to receive eBill summaries. TEXAR will use its best efforts to ensure that all eBill summaries are presented in a timely fashion. However, it shall incur no liability for undelivered, inaccurate, or late eBill summaries if the same is the result of circumstances beyond TEXAR's control. Depending on each biller's respective billing cycle, it may take up to sixty (60) days following activation of the eBill feature for a user to receive their first eBill summary from a particular biller. Opt-in users shall be solely responsible for ensuring that they continue to receive all statements, whether electronic or paper, from the billers from whom they seek eBill summaries. Users shall be responsible for timely payment of all bills, and this Agreement shall in no way alter users' liabilities or obligations with their billers.

Opt-in users will be notified of available eBill summaries through iPay. TEXAR may additionally, but is not required to, provide opt-in users with e-mails notifying them of the same. In the event a user needs or wishes to update the personal information that they have on file with any one or more billers, the user must directly contact each biller to affect such an update.

Governing Law / Severability

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event any one or more of the provisions of this Agreement is for any reason found invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable. With regard to any term or provision found invalid, illegal, or unenforceable, such term or provision shall be modified to come as close as possible to expressing the intention of the invalid, illegal, or unenforceable term or provision.

Amending this Agreement

TEXAR shall have the right to amend this Agreement at any time by notifying the user of the same. All users of iPay agree to receive all notifications required by this Agreement or by law via electronic means. Any notice required by this Agreement or by law shall be valid if sent to the most recent address on file for the user according to TEXAR's records (whether street address or electronic address). Continuing to use iPay or any of its features after notice of an amendment has been sent shall constitute acceptance of the same. It is each user's responsibility to ensure that their contact information is current and accurate, including but not limited to name, address, phone number, and email address.

No Waiver / No Assignment

TEXAR shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by an authorized representative of TEXAR. No delay or omission on the part of TEXAR in exercising any rights or remedies hereunder shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Users may not assign this Agreement to any other party, unless authorized by TEXAR.

Termination of this Agreement

TEXAR has the right to terminate this Agreement at any time. Additionally, users may terminate this Agreement by providing written notice to TEXAR. If a user provides such notice, TEXAR shall not be responsible for any scheduled payment made before TEXAR has a reasonable opportunity to act on the user's termination notice.

Final Agreement

This Agreement shall supersede any proposal or prior agreement, whether oral or written, and any other communications between the user and TEXAR relating to the subject of this Agreement.