

E-Services Agreement and Disclosure Statement

cu@home, Bill Pay, MSEFCU Mobile App, Mobile Deposit

Merced School Employees Federal Credit Union

This Agreement establishes the rules that cover your electronic access to your account(s) at Merced School Employees Federal Credit Union (“Credit Union”) through Online Banking “cu@home”. You will be bound by this Agreement when you enroll in cu@home. You also accept all the terms and conditions of this Agreement by using cu@home. Please read it carefully and retain for your records.

This Agreement is also subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary from such rules or laws). If any provisions of this Agreement are found unenforceable or invalid, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement, together with the Membership and Account Agreement constitutes the entire agreement between you and the Credit Union with respect to the subject matter hereof and there is no understanding or agreements relative hereto which are not fully expressed herein.

The words “you”, “your”, and “yours” refer to the Merced School Employees Federal Credit Union member(s) jointly and severally. The words “we”, “us”, “our”, and “Credit Union” refer to Merced School Employees Federal Credit Union. This Agreement and Disclosure Statement (hereinafter “Agreement”) explains and describes the types of Electronic Funds Transfers which are available to you with our cu@home. This Agreement also contains your rights and responsibilities concerning transactions that you make through cu@home, including your rights under the Electronic Funds Transfer Act.

To qualify for access to cu@home, you must be a Credit Union member in good standing. Cu@home may not be accessible to Business and Organizational accounts. Other conditions may apply.

Cu@home allows convenient access to your account information 24 hours a day. To use cu@home you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

1. CU@HOME

You may reach cu@home at www.mercedschoolcu.org. You can use cu@home 7 days a week, 24 hours a day, 365 days a year, although some or all of the cu@home services may not be available occasionally due to emergency or scheduled system maintenance. The use of your User ID is required to access cu@home. You can perform the following transactions on account(s) to which you are authorized and have been given access to:

- Obtain balances and other account information.
- Make transfers between accounts.
- View check copies and re-order checks (if set up for service)

2. LIMITATIONS

• Limitations on Transfers

You agree not to use cu@home to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line-of-credit, you agree not to use cu@home to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred

amount immediately upon our request. We also will refuse to complete your cu@home transactions if we have canceled your cu@home or we cannot complete the transaction for security reasons.

- **Limitations on Transactions**

- The following are limitations to the use of the cu@home service:
- The maximum you may withdraw by check is \$10,000 during any 24-hour period.
- The maximum transaction amount is \$10,000 during any 24-hour period

- **Transactions Available**

You may use your cu@home service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your savings or checking account and Line of Credit;
- Download transaction information to personal financial management software from savings or checking account;
- Make loan payments;
- Pay bills through Bill Pay from checking account; and
- View e-statements.

3 FEES FOR CU@HOME

Currently there is no monthly service fee for using cu@home; however, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using cu@home, you must notify us in writing.

4 ACCOUNT STATEMENTS

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions.

5 IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 209.383.5550 or 800.542.2345 or write to us at P. O. Box 1349, Merced, CA 95341, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation 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 the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) 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.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate

6 LIABILITY FOR UNAUTHORIZED TRANSACTIONS

You will be liable for unauthorized access to accounts via cu@home to the extent allowed by applicable federal and state law. You must tell us AT ONCE if you believe your account number, or User ID, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may contact us by phone: 209-383-5550 or 800-542-2345, or by Mail: Merced School Employees Federal Credit Union P.O. Box 1349 Merced, CA 95341. Telephoning is the best way of minimizing your liability. You could lose all the money in your accounts, plus your maximum overdraft line-of-credit. If you tell us within two (2) business days of the loss, theft, or unauthorized access, you can lose no more than \$50 if someone accessed your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from accessing your account without permission if you had notified us, you could lose as much as \$500.

Further, if your statement shows transfers that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not receive 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 notified 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.

7 TRANSACTIONS THAT ARE NOT COMPLETED

If we fail to complete a transfer to or from your designated account(s) on time and in the correct amount, and we have agreed to perform such transfer(s) (with certain exceptions), we may be liable for your losses or damages. Section 2, of this Agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions we have taken.
- You have reported an unauthorized use of your Account Number and Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password.
- If your account is closed, frozen, or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of cu@home is not working properly and you knew about the problem when you started the transactions.
- If other exceptions are introduced as provided by applicable law.

8 INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS

You authorize us to obtain any information deemed necessary to process your request for access to cu@home. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- In order to verify the existence and condition of your designated account(s).
- In order to comply with orders or subpoenas of government agencies or courts.
- If you give us written permission.

9 OUR BUSINESS DAYS

Our business days are Monday through Friday, except Federal holidays and Credit Union holidays.

10 PRE-AUTHORIZED PAYMENTS

You may not use cu@home to enter into pre-authorized payment arrangements.

11 OUR RULES AND REGULATIONS AND OTHER AGREEMENTS

Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

12 EVIDENCE

If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

13 TERMINATING THIS AGREEMENT

You can terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your User ID. We can also terminate this Agreement and revoke access to cu@home at any time. Whether you terminate the Agreement or we terminate the Agreement, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your User ID after this Agreement has been terminated.

14 CHANGING THIS AGREEMENT

We may change any term of the Agreement at any time. If the change results in increased fees for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 21 days before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms in the quarterly newsletter, on our web site, personal E-mail, or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

15 NOTICES

All notices from us will be effective when we have mailed them or delivered them to the last known address in the Credit Union's records. Notices from you will generally be effective once we receive them at:

By Phone: 209-383-5550 or 800-542-2345

By Mail: Merced School Employees Federal Credit Union
P.O. Box 1349 Merced, CA 95341

Notices under Section 6 will be effective once you have done whatever is reasonably necessary to give us the information we need, such as by telephoning us.

16 COLLECTION EXPENSE

If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

17 GOVERNING LAW

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the state of California. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Additional Disclosures Applicable To Mobile Banking Service-“MSEFCU Mobile App”

1 MSEFCU MOBILE APP

To use the MSEFCU Mobile app, you must meet all of the following criteria:

- Maintain an active Credit Union checking account;
- Be registered for the cu@home Online Banking service. Once registered for cu@home, you must log in to the service to register for MSEFCU Mobile app; and
- Have a mobile device with a service plan that includes text messaging and data and Internet access. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information.
- Download the MSEFCU Mobile Application from your device’s application store. The Operating System version must be compatible with the latest version of the application, as determined by your device’s application store.

Complete Terms and Conditions for MSEFCU Mobile app is available online when you register for the service or you may contact the Credit Union for more information.

2 MOBILE DEPOSIT DISCLOSURE AGREEMENT

To use Mobile Deposit, you must meet all of the following criteria:

- Maintain an active Credit Union checking account;
- Be registered for the cu@home Online Banking service. Once registered for cu@home, you must log in to the service to register for Mobile Deposit;
- Have a mobile device with a service plan that includes text messaging and data and Internet access. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information; and
- Download the MSEFCU Mobile Application from your device’s application store. The Operating System version must be compatible with the latest version of the application, as determined by your device’s application store.

Complete Terms and Conditions for Mobile Deposit is available online when you register for the service or you may contact the Credit Union for more information.

Additional Disclosures Applicable to online Bill Payment-“Bill Pay”

Use of the Bill Payment Service-“Bill Pay” indicates acceptance of terms and conditions set forth in the Online Banking Agreement & Disclosures and the terms and conditions set forth in this Bill Pay Agreement & Disclosures as each may be jointly and/or independently amended from time to time. This Agreement is provided in electronic form, and by using the Bill Pay you agree to accept the Agreement in that form. Please read the Agreement carefully because it is our legal agreement with you that governs your use of our Bill Pay. To use Bill Pay you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

1 INTRODUCTION

Through cu@home Online Banking you may subscribe to our optional Bill Payment Service-“Bill Pay”. Bill Pay allows you to schedule payments through the Internet for current, future, and recurring bills from your checking account with us.

You may use our Bill Pay to direct us to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the

agreements, disclosures and other documents in effect from time to time governing your deposit account with us, including the Deposit Account Agreement & Disclosures (“Deposit Agreement”), and the Online Banking Agreement & Disclosures.

“Bill Payment Service” and/or “Service” means the bill payment service “Bill Pay” that Merced School Employees Federal Credit Union makes available over the Internet. Merced School Employees Federal Credit Union, “we”, “our”, or “us” means Merced School Employees Federal Credit Union.

“Account” means the deposit account you designate to process Bill Payment transactions through. “Payee” or “Merchant” means anyone you designate and we accept as a payee. “Payment” means your remittance to a payee

2 REQUIREMENTS & RESTRICTIONS

To subscribe to Bill Pay, you must designate a specific checking account to process your Bill Pay transactions through. The account you designate for this purpose must be in good standing with us in accordance with our criteria.

Bill Pay is intended for use only by individuals and sole proprietors. Other types of legal entities (partnerships, LLCs, corporations) are not permitted to use Bill Pay. We will not permit you to use a money market or savings account as your designated Bill Pay account because federal regulations require us to limit the number and types of transfers from money market and savings deposit accounts.

Requirements for dual signatures on checks **do not apply** to Bill Pay.

3 PAYEE DESIGNATION

You can use Bill Pay to make payments to almost any Payee you want including individuals, local service providers, utilities, credit cards, or to make mortgage or loan payments, or charitable donations, etc.

Bill Pay cannot be used to make payments for the following:

- Tax payments to the Internal Revenue Service or any state, local or other government agency;
- Court-ordered payments such as child support or alimony; and
- Payees located outside of the United States.

By furnishing us with the names of your Payees (merchants and/or individuals) and their addresses, you give us authorization to follow the payment instructions, which you provide to us. When we receive a payment instruction for the current date or a future date, we will remit the funds to the Payee on your behalf from the funds in your designated account on the day you have instructed them to be sent (Payment Date). We are not obligated to pay funds from your account if the available account balance is insufficient to cover the payment. Funds for ALL bill payments, whether paid electronically or by check, will be withdrawn from your account no later than three (3) business days following the payment date.

We are not responsible if a payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a merchant, or if you attempt to pay a merchant that is not on your Merchant Accounts list.

4 RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

- 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 also stop any of these payments. Here’s how: Call at 209.383.5550 or 800.542.2345 for Bill Pay services or write to us at P. O. Box 1349, Merced, CA 95341, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
- Notice of varying amounts.
If these regular payments vary in amount, the person you are going to pay will tell you ten (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.

5 TRANSACTIONS AVAILABLE

You may use Bill Pay to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over an 18 month period.

6 LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of Bill Pay:

- Transactions may not exceed \$10,000 during any 24-hour period.
- The maximum you may withdraw by check is \$10,000 during any 24-hour period.
- Bill payments can only be made from your checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- The bill being paid must be in the member's name.

7 METHODS AND RESTRICTIONS

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our Bill Pay provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

8 MEMBER RESPONSIBILITIES

You are responsible for:

- Any late payment, late fees, interest payments, and service fees charged by merchant(s);
- Any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- Data input of payee information (payment amount(s), name, address and any other pertinent information);
- Written notification to the Credit Union in the event you wish to cancel this service; and
- You must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

9 MAKING/SCHEDULING PAYMENTS

You may use Bill Pay to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Recurring payments may be scheduled for up to ten (10) years. Non-recurring payments are a single, one-time payment to a specified Payee. Non-recurring payments may be scheduled to be initiated up to eighteen (18) months in advance.

Payments are processed Monday through Friday at 11 AM Pacific Time, except on Federal holidays. If you attempt to schedule a payment on a weekend or Federal holiday, you will be prompted to select a different date, or the payment will be processed on the preceding business day if it is an auto recurring payment. The payment method may be electronic or by check. The first Payment to a Merchant must be scheduled at least five (5) business days prior to the due date for each bill payment (recurring or variable) to allow adequate time for the payment to reach the Payee. The due date is the date the Merchant has set for payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Once the Service has been notified whether a Merchant accepts electronic payments or requires a paper check, after making the first Payment to that Merchant, the Service will display a message indicating that the Merchant requires either a two (2) day lead time for an electronic payment, or a five (5) day lead time if a paper check sent by regular mail is required.

Any Payments made with Bill Pay require sufficient time for your Payee to credit your account with them properly. To avoid incurring a finance charge or other charge, you must schedule a Payment sufficiently in advance of the due date of your Payment. If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for the late fees or finance charges. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your designated account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

10 CHANGE OR DELETE PAYMENTS/STOP PAYMENTS

Any Payment can be changed or cancelled; provided you access the Service prior to 11 AM Pacific Time on the business day the Payment is going to be processed.

We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to the time the check has cleared. Once the Payment has cleared, you can no longer stop payment.

11 PAYMENT GUARANTEE

If all Payment guidelines were followed and a payment is still posted late to your account with a merchant resulting in a late fee, at our discretion, we will make an attempt to have the Merchant waive the late fees. If the Merchant is unwilling to waive late fees, up to \$50 in late fees assessed by the Merchant will be covered by us. However, due to factors beyond our control such as the U.S. Mail and payment processing at the Merchant, it is not guaranteed that a Payment will post on the fifth business day (or second, if issued electronically). It is imperative to note that Merchant grace periods are not taken into consideration, and if adequate lead time prior to the payment due date was not allowed by you in scheduling the Payment, this Guarantee is void.

NOTE: If the Merchant is not willing to discuss late fees or status of the account with us, you will be notified and advised that the Merchant requires your authorization before further discussions can occur between us and the Merchant.

12 LIABILITY

You are solely responsible for controlling the safekeeping of and access to your Bill Pay information. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your Online Banking login password. In the event that you have experienced unauthorized access to our Bill Pay, you must notify us of the unauthorized access, identify any Payments made or potential Payments scheduled, and change your login information.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the

Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

13 INACTIVITY

If you do not access or use Bill Pay for a period of more than three months, we may in our sole discretion, terminate your access to and use of Bill Pay without notice to you. If you choose to reactivate your account after it has been deactivated, we may charge a fee to reactivate it.

14 TERMINATION

We reserve the right to terminate your use of Bill Pay at any time without prior notice to you.

If, for any reason, you should want to terminate your use of Bill Pay, we recommend that you cancel all future bill payments and transfers at the same time you terminate the service, either by deleting the payments yourself or by contacting the Credit Union as stipulated below. We will delete all outstanding payments (both one-time and recurring), as part of your Service termination.

We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through Bill Pay.

Should you opt to discontinue any of the accounts or services to which this Agreement pertains, written notice must be provided to us immediately at the following address.

15 AGREEMENT ASSIGNMENT AND AMENDMENT

We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice of thirty (30) days of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.