

Community Resource Credit Union Terms and Conditions End User License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND COMMUNITY RESOURCE CREDIT UNION ("FINANCIAL INSTITUTION") for use in the United States, stating the terms that govern your use of the Mobile Card Services application ("Sub-Licensed Application") and the associated Mobile Card services (the "Services"). This agreement, together with all updates, additional terms, software licenses, and all of FINANCIAL INSTITUTION rules and policies, collectively constitute the "Agreement" between You and FINANCIAL INSTITUTION. By installing the Sub-Licensed Application, You are indicating that You agree to these terms. If You do not agree to these terms do not install or use the application. You must accept and abide by these terms as presented to You. Changes, additions, or deletions are not acceptable, and FINANCIAL INSTITUTION may refuse access to the Sub-Licensed Application for noncompliance with any part of this agreement.

We may amend this Agreement at any time. You may be required to affirmatively accept the revised Agreement in order to continue using the Service or the App. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the App or the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the App, the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the App, the Service, and/or related applications and material, and limit access to only the App or the Service's more recent revisions, updates, upgrades or enhancements.

The Sub-Licensed Application is licensed, not sold, to You for use only under the terms of this license. Sub-Licensors (hereinafter, "Sub-Licensors" or "FINANCIAL INSTITUTION") reserves all rights not expressly granted to You.

This sub-license granted to You for the Sub-Licensed Application by the FINANCIAL INSTITUTION is limited to a non-transferable sub-license to use on devices that You own or control. This sub-license does not allow You to use the Sub-Licensed Application on any product that You do not own or control, and You may not distribute or make the Sub-Licensed Application available over a network where it could be used by multiple devices at the same time. You may not transfer in any form (including rent, lease, lend, sell, redistribute or sublicense) the Sub-Licensed

Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Sub-Licensed Application, any updates, or any parts of updates, except regarding use of open source elements components included with this Sub-Licensed Application. Any attempt to do so is a violation of the rights of your FINANCIAL INSTITUTION and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the sub-license will govern any upgrades provided by FINANCIAL INSTITUTION that replace and/or supplement the original Service, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

By using this Sub-Licensed Application, You acknowledge and accept that FINANCIAL INSTITUTION may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Sub-Licensed Application. FINANCIAL INSTITUTION may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You. You also understand that full use of this Sub-Licensed Application requires You to have an account with FINANCIAL INSTITUTION and that personally identifiable information may be collected by FINANCIAL INSTITUTION in conjunction with your transaction, consistent with federal law and the FINANCIAL INSTITUTION privacy policy.

The sub-license is effective until terminated by You or FINANCIAL INSTITUTION. Any rights granted herein are subject to termination with or without notice from FINANCIAL INSTITUTION if You violate and/or fail to comply with any terms or conditions set forth herein. Once this sub-license is terminated, You are no longer entitled to use the Sub-Licensed Application. You shall cease all use of the Sub-Licensed Application, and destroy any legally made copies or portions thereof, of the Sub-Licensed Application.

To the extent this Sub-Licensed Application allows You to access third party Services, FINANCIAL INSTITUTION, reserves the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will FINANCIAL INSTITUTION be liable for the removal of or disabling of access to any such Services. FINANCIAL INSTITUTION may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

You understand that FINANCIAL INSTITUTION may offer integration its own and/or with third party Services for your convenience. Further, You understand that FINANCIAL INSTITUTION is not affiliated with, does not endorse, and is not responsible for these third party Services. FINANCIAL INSTITUTION is not responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from those of FINANCIAL INSTITUTION.

You expressly acknowledge and agree that use of the Sub-Licensed Application is at Your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. To the maximum extent permitted by applicable law, the Sub-Licensed Application and any services performed or provided by the Sub-Licensed Application are provided "as is" and "as available", with all faults and without warranty of any kind, and your FINANCIAL INSTITUTIONs hereby disclaims all warranties and conditions with respect to the Sub-Licensed Application and any services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.

To the extent not prohibited by law, in no event shall your FINANCIAL INSTITUTION be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to Your use or inability to use the Sub-Licensed Application, however caused, regardless of the theory of liability (contract, tort or otherwise), even if the Financial Institution has been advised of the possibility of such damages. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to Affiliates, independent contractors or other third parties.

If we have reason to believe that you have breached your obligations under this Agreement, we may: terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future;

and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

The laws of the state of Texas govern this sub-license and Your use of the Sub-Licensed Application. Your use of the Sub-Licensed Application may also be subject to other local, state, national, or international laws.

You agree to indemnify and hold harmless us and our Affiliates and licensors and contractors and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the App, the Site or the Service. You release us and our Affiliates and licensors and contractors and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you and one or more other users of the App, the Site or the Service.

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies 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.

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the App, the Services and the Site through which the App or the Services are offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive, will survive the termination of this Agreement.