

MemberNet Terms of Use

Introduction:

This page explains the terms and conditions for using our MemberNet service and provides certain disclosures and information to you concerning the service. Each of your accounts at The Southern Baptists Foundation of Texas (the “Foundation”) is also governed by the applicable account disclosure/agreement, Fund Management Policy, and Fund Management Master Agreement.

How to Access Your Accounts:

To access your accounts through our MemberNet service, you must have your username and a MemberNet password. This information is requested when you enter our MemberNet pages.

The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection, we recommend that you change your MemberNet access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers, and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify the Foundation at once at 682-347-4900.

To get an initial password for the MemberNet service, visit the Foundation office or call us at 682-347-4900.

Fees:

There is currently no fee for accessing your account(s) through our MemberNet service. We reserve the right to impose/change the fee amount, if necessary, after providing thirty (30) days' notice to all users at the MemberNet login page and/or e-mail address.

Your Internet service provider (ISP) probably charges you a fee to access the Internet via its server. We have no control over ISP related fees.

Available Services and Limitations:

The following functions may be performed by members through the service:

- **Transfers:** You may transfer funds between your Daily Savings Account, Church Extension Term (CET) Investments, or Loan Accounts as the account agreements may allow.
- **Check Withdrawals:** You may request a check be mailed to you from your account.
- **Account Balances:** You may view your Daily Savings Account, CET Investments, and Loan Account balances. Because the main computer system is not connected to the Internet, it is possible that some transactions that affect these balances may have been processed and are not yet included in the balance at the time you view it. The information regarding your account balances on this website is provided to you as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.
- **Transaction History:** You may view the transaction history for any Daily Savings Account, CET Investment, or Loan Account. Because the main computer system is not connected to the Internet, it is possible that some transactions are not yet included in the history at the time you view it, even though they may have been processed. The main computer system is always the official record of account history.
- **Download Transactions:** You may download transactions in various formats (as available on our site) for import into personal financial software programs such as Quicken® and CSV files.
- **ACH Origination Transfers:** You may request an ACH transfer to or from an account through MemberNet. Additional, terms and fees may apply.
- **Terminate a Term Investment:** You may request the termination of a Term Investment through MemberNet. The early termination of a CET Investment may be subject to penalties, see the current Funds Management Policy for details.
- **Reallocate:** You may request the reallocation of investments between accounts through MemberNet; penalties may apply, consult the current Funds Management Policy for Details.
- **Create a New Term Investment:** You may request a new certificate be created through MemberNet. Terms and conditions apply.
- **Password Changes:** If you are a MemberNet user, you may change your password at any time from within the MemberNet section. For your protection, we recommend that you change your MemberNet password regularly.
- **Additional Services:** From time to time, we will announce additional services which are available through MemberNet. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced. We reserve the right to limit access or cancel on-line access at any time.

Business Day:

Our business days are Monday through Friday. Holidays are not included.

Transfers to or from Investment Accounts:

Transfers submitted to or from an account before the cut-off time of 3:00 p.m. CT on a business day are posted on the same day. All transfers submitted after the cut-off time or on a non-business day are posted at the beginning of the next business day following the day the transfer was submitted.

Operating Systems and Security:

Our MemberNet site is designed to operate using world wide web technologies and protocols which are adaptable to a wide range of systems. The MemberNet section uses SSL encryption and requires a browser with a current (unexpired) Thawte Root CA Security Certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128 bit encryption, depending on the user's browser.

We use cookies to help us administer the MemberNet section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our MemberNet domain. A cookie cannot be used to extract data from your PC. We do not store your Access Code, User Id or Password in your cookie.

The cookie we set will 'time out' your access authority to our MemberNet section. Until it times out, you can come back to our MemberNet without logging in. After the time out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to exit the browser when you are finished with your session. The best way is to completely close out of the Internet entirely, so the next person to get on will have to start with a new connection and a new browser. This is especially important if you are using a public or shared computer.

Privacy:

Our MemberNet database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our MemberNet server and your PC.

All MemberNet logins are logged by the server. For authenticated members who use MemberNet, we collect and store certain information such as how often you visit the MemberNet section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us on failed login attempts and other activities we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we determine necessary or as we are required by law.

Protecting Children's Online Privacy:

We do not knowingly collect, nor is our MemberNet site designed or directed to use, personal information from children under the age of thirteen (13) without containing verifiable consent from their parents. Should a child whom we know to be under the age of thirteen (13) send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

Liability for Unauthorized Transfers:

Tell us at once if you believe your password has been lost or stolen and immediately change your password from within MemberNet. Calling is the best way to notify us immediately. You could lose all the money in your account. The Foundation uses "Ordinary Care" in its security measures to prevent unauthorized transactions. Our use of Ordinary Care will transfer the burden and risk of loss under your MemberNet account to you.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

682-347-4900

or write:

**The Southern Baptists Foundation of Texas
4025 Woodland Park Blvd., Ste 380, Arlington, TX 76013**

Notices:

By enrolling in MemberNet you agree to receive electronic notices. Any emailed notices to you will be sent to the email address you provide in your MemberNet profile, which YOU MAY UPDATE from time to time in your MemberNet profile.

The Foundation reserves the right to change the terms and conditions upon which this service is offered. The Foundation will send notice to you at least thirty (30) days before the effective date of any change, as required by law. The use of this service is subject to existing regulations governing the Foundation and your MemberNet account and any future changes to those regulations.

Except as otherwise specified in these Terms of Use, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Notices to us must be sent in writing to the following address: 4025 Woodland Park Blvd., Ste 380, Arlington, TX 76013, or via email address to contactus@sbtxasfoundation.com.

Statements, Renewal Notices & Other Account Documents:

By enrolling in MemberNet you agree to receive electronic Statements. ELECTRONIC STATEMENTS WILL BE POSTED IN MEMBERNET. Any emailed RENEWAL NOTICES OR ACCOUNT DOCUMENTS will be sent to the email address you provide in your MemberNet profile, which YOU MAY UPDATE from time to time in your MemberNet profile.

All transactions generated by you through our MemberNet service and any MemberNet fees will appear on your monthly or quarterly statement.

Our Liability:

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure 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 money in your account to make the transfer;
- If the MemberNet equipment or software was not working properly and you knew about, or have been advised about, the breakdown when you started the transfer; or
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions that we have taken.

Disclaimer of Warranties:

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, THE FOUNDATION DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES,

REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. THE FOUNDATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. THE FOUNDATION DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

Limitation of Liability:

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL THE FOUNDATION, its affiliates, officers, directors, agents, employees, independent contractors and representatives BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, THE FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF THE FOUNDATION, its affiliates, officers, directors, agents, employees, independent contractors and representatives LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

Indemnification:

You agree to indemnify and hold the Foundation, its affiliates, officers, directors, agents, employees, independent contractors and representatives, harmless from any claim or demand

(including attorneys' fees and any fines, fees, or penalties imposed by any regulatory authority) arising out of or related to: (i) your breach of these Terms of Use, (ii) your use of the MemberNet services, or (iii) your violation of any law, rule or regulation, or the rights of any third party.

Termination of Electronic Fund Transfer Services:

You agree that we may terminate this Agreement and your electronic fund transfer services if you, or any authorized user of your MemberNet services or password, breach this or any other agreement with us; or if we have reason to believe that there has been unauthorized use of your accounts or password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

MemberNet services may be terminated to those members that cause a loss to the Foundation.

Errors and Questions:

In case of errors or questions about your electronic transfers, telephone us at 682-347-4900 or write to us at 4025 Woodland Park Blvd., Ste 380, Arlington, TX 76013 as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number;
- Why you believe there is an error and the dollar amount involved; and
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account during the investigation.

We will notify you of the results within three (3) business days of completing our investigation. If we decide there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

If you need more information about our error resolution procedures, call us at the telephone number shown above.

Applicable Law:

These Terms of Use are governed by the laws of the State of Texas without regard to conflicts of laws and principles. Access or use of the service and/or program is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. The Foundation's performance under these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your access or use of the service and/or program or information provided to or gathered by us with respect to such use.

Interpretation:

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect.

Miscellaneous Provisions:

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The MemberNet services, content, other technology we may make available, and derivatives thereof may be subject to laws and regulations of the United States and other jurisdictions.

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.

You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise. We may assign our rights and privileges under these Terms of Use (including your user registration), without your consent in connection with a merger, acquisition, corporate

reorganization, or sale of all or substantially all of our assets, or to an affiliate, or in connection with a change in control. Subject to the foregoing, these Terms of Use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.