



Account Agreement

Electronic Funds Transfers Agreement

Funds Availability Policy

Substitute Checks & Your Rights

Privacy Notice

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, tax identification number and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents.

Data on existing members will be obtained as they open or use additional services.

ACCOUNT AGREEMENT

In this Agreement, the words “you,” “your,” and “Owner” mean any and all persons or entities who sign a Membership Application or any other application in connection with the opening of any Account with Las Colinas Federal Credit Union, any such person or entity who maintains an Account with us, any Joint Owner, and any other person or entity authorized to use or having access to any such Account. The words “we,” “us,” “our,” and “Credit Union” mean Las Colinas Federal Credit Union.

In this Agreement and in the Truth-in-Savings Account Disclosures and the Truth-in-Savings Rate and Fee Schedules, the term “Savings Account” may be used to describe your Share Accounts with us, and the term “Checking Account” may be used to describe your Share Draft Accounts with us.

You authorize us to establish one or more Accounts for you and those on your behalf as designated in your Membership Application or in any other Account Application you may execute with us (the “Application”), including but not limited to any Savings Account, Checking Account or Term Share Certificate Account. By opening or using any Account with us, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity or in your capacity as an officer, agent or representative of any business entity or association with regard to any such Account. You also acknowledge receipt of and agree to be bound by our Truth-In-Savings Account Disclosures and the Truth-in-Savings Rate and Fee Schedules, as amended from time to time, and to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Account Agreement and the Truth-In-Savings Rate and Fee Schedules, the terms appearing in the Truth-in-Savings Rate and Fee Schedules will control. The Truth-In-Savings Account Disclosures and the Truth-in-Savings Rate and Fee Schedules are incorporated into this Agreement. This Agreement is incorporated into and made a part of any application or other document that you execute in connection with the opening or use of any Account. This Agreement supersedes any other Account Agreement you may have with us and, in the event of any conflict between the provisions of this Agreement and any other such Agreement, the terms and conditions set forth in this Agreement will control.

TRUTH-IN-SAVINGS DISCLOSURES

Truth-In-Savings Disclosures which apply to each of your Accounts, including the dividend rate, and the annual percentage yield on your Accounts, are set out on the Truth-In-Savings Account Disclosures and the Rate and Fee Schedule which accompany this Account Agreement.

ACCOUNT OWNERSHIP

- 1. Single Party Accounts.** Under this type of Account ownership, the sole party to the Account owns the Account. If you open a single party Account, upon your death, and absent any Payable on Death (P.O.D.) designation, ownership of the Account passes as part of your estate under your Will or by intestacy.
- 2. Joint or Multiple Party Accounts with Right of Survivorship.** If an Account is opened by two or more parties, or if one or more parties are added to a single party Account, the Account will be a Joint or Multiple Party Account with Right of Survivorship. The parties to the Account own the Account in proportion to the parties’ net contributions to the Account. All funds deposited into that Account, including any earnings thereon, shall be owned by you jointly, with all others who sign the Application, with right of survivorship. On the death of one party to such an Account, all sums in the Account on the date of the death vest in and belong to the surviving party or parties as his or her separate property and estate. Payment to any Owner shall be valid and discharge the Credit Union from any and all liability for such payments. The Account funds are subject to any lien the Credit Union has for a deceased party’s obligations and any security interest the deceased party gave in the Account funds, regardless of whether the surviving Owners consented to the security interest. The Credit Union may accept instructions from any

Owner or act at the request of any Owner with regard to any such Account without the joinder of any other Owner. Each Owner authorizes the other Owners to act on his or her behalf with respect to the Account and to endorse any instrument payable to him or her for deposit to any such Account. Any Owner may pledge all of the shares in the Account to secure any indebtedness owing to the Credit Union or may designate the Account to provide overdraft protection for any other Account subject to Credit Union policies, without the joinder of any other Joint Owner and without regard to his or her interest in the Account. In the event that any Account may be accessed by means of an Electronic Fund Transfer, including the use of an ATM or check card issued in connection with the Account or any telephone or computer access program, each Owner grants to every other Owner actual authority to initiate any such transfer, to use any such ATM or check card issued or to use any Personal Identification Number issued in connection with any such telephone or computer access program. The Credit Union makes no representation concerning the legal consequences or the effect of survivorship rights, including any consequences arising out of the community property laws of any state, and you agree to hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult applicable law or your attorney if you have any question regarding the validity, effectiveness or fitness of a survivorship designation for any purpose.

A member opening a Joint or Multiple Party Account with Right of Survivorship may, without notice to any other Owner of such Account, and upon written notice to the Credit Union in such form as the Credit Union may require, remove any other Owner from any such Account, change the form of the Account, or stop or vary payment under the terms of the Account. Any such action by that member will terminate any interest that the removed Owner may have in such Account. The above notwithstanding, the Credit Union, at its option, may require that an Account be closed and a new Account opened in lieu of permitting a member to remove any other Owner or the Credit Union may require the joinder and consent of any other Owner prior to acting upon any written notification or instruction to remove another Joint Owner from an Account.

3. **Payable on Death (P.O.D.) Accounts.** A P.O.D. Account is an Account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more P.O.D. beneficiaries named in the Account Application or any Signature Card executed in connection with the Account. You agree that the persons named as P.O.D. beneficiaries in the Application, whether one or more, are designated as P.O.D. beneficiaries. During your lifetime, all funds paid into or deposited into the Account designated, including any earnings thereon, shall be owned by you, and payment may be made upon your request, or the request of any party to the Account. Upon your death (the death of the last of you to survive), each P.O.D. payee agrees that all such funds shall be owned by the P.O.D. payees surviving with right of survivorship. At our option, payment may be made at the request of any named P.O.D. beneficiary then living, and any payment made upon the request of any surviving P.O.D. beneficiary discharges us from any and all liability to that P.O.D. beneficiary and any remaining P.O.D. beneficiaries or their heirs, executors and personal representatives. You, your heirs, executors and personal representatives, agree to defend, indemnify and hold the Credit Union harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the Account designated. You understand and agree that a P.O.D. designation shall be ineffective with respect to any Account maintained as an Individual Retirement Account. You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original parties to the Account. We make no representation concerning the legal consequences or effect of any P.O.D. designation, and you understand that you should consult with your attorney if you have any question regarding the validity, effectiveness or fitness of any such P.O.D. designation for any purpose.
4. **Convenience Accounts.** If an Account is established by one or more parties in the names of the parties as a Convenience Account, all sums on deposit in the Account are paid or delivered to the parties establishing the Account or to any other party to the Account (such other party hereinafter referred to as a convenience signer) for the convenience of the parties opening the Account. The making of a deposit in a Convenience Account does not affect title to the deposit. A party establishing a Convenience Account is not considered to have made a gift of the deposit or of any additions or accruals to the deposit to a convenience signer. On the death of the last surviving party, a convenience signer shall have no right of survivorship in the Account and ownership of the Account passes according to the party's instructions on the signature card. If an addition is made to the Account by anyone other than a party establishing the Account, the addition and accruals to the addition are considered to have been made by a party. All deposits to a Convenience Account and additions and accruals to the deposits may be paid to a party establishing the Account or to a convenience signer. The Credit Union is completely released from liability for a payment made from the Account to a convenience signer before it receives notice in writing signed by a party not to make payment in accordance with the terms of the Account. After receipt of the notice from a party, the Credit Union may require a party to approve any further payments from the Account. If the Credit Union makes payment of sums on deposit in a Convenience Account to a convenience signer after the death of the last surviving party establishing the Account, and before the Credit Union has received written notice of the last surviving party's death, the Credit Union is completely released from liability for the payment. If the Credit Union makes payment to the personal representative of the deceased last surviving party's estate or to another person entitled to payment after the death of the last surviving party and before service on the Credit Union of a court

order prohibiting payment, the Credit Union is released to the extent of the payment from liability to any person claiming a right to the funds. The receipt by the representative or other person to whom payment is made is a complete release and discharge of the Credit Union.

5. **Accounts for Trusts.** At our option, we may issue shares or receive deposits in a revocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. If you request that we open an Account in the name of a trust, you agree that we are authorized to release the funds in any such Account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. Any Trustee authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Account Agreement and any other agreement governing any such Account. You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend and hold us harmless from any claim, demand, suit or other charge by any person arising out of or resulting from the establishment, maintenance and transaction of any business related to the trust and any Account established for the trust.
6. **Accounts for Guardianships and Estates.** At our option we may issue shares and accept deposits in the name of (i) a ward on whose behalf a Guardianship has been established under applicable law, or (ii) the estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Account Agreement and any other Agreement governing any such Account. You agree that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian or estate representative. If we are presented with Letters of Guardianship, Letters of Testamentary or Letters of Administration valid on their face, you agree that we will have no further duty to (i) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative; (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Probate Code or other applicable law, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (iv) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary or Letters of Administration which are valid upon presentation, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters which we know to have expired without renewal pursuant to the provisions of the Texas Probate Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check which is presented for payment or to honor any requests for withdrawal of funds from the Account of a ward or an estate until we receive renewed Letters or other order issuing out of a Court of competent jurisdiction.
7. **Corporation, Partnership and Organizational Accounts.** At our option, we may issue shares and accept deposits in the name of corporations, partnerships or other organizations upon such terms and conditions, and upon such membership requirements as we may establish from time to time. In the event that the Credit Union permits the opening of such an Account, and if you establish a corporate, partnership or organizational Account, you agree to provide us with such documentation as we may require. You agree that we may rely upon the signature of any person authorized to transact business on behalf of any such corporation, partnership or organization and that any such authorization shall continue in effect until we receive, and give written acknowledgment of the receipt of written revocation thereof. The Credit Union shall not be liable for any loss occasioned by the fraud, negligence or misapplication of funds on the part of any officer, director, employee or agent of any such corporation, partnership or organization.

Special Rules for Corporation, Partnership and Organizational Accounts: Under the Unlawful Internet Gambling Enforcement Act (UIEGA), we are prohibited from processing illegal transactions, through your Accounts or through our relationship with you, including unlawful Internet gambling transactions. You may not use your Account in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to process or authorize any such use or transaction. We may also impose restrictions on your Account, including restricting your access to Account services, or we may close your Account, if you engage in any unlawful activity. If you use your Account relationship or engage in a transaction that is determined to be illegal, you will be liable to us. You waive any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions. You agree to certify to us at

Account opening and, if requested, annually that (a) you do not engage in an Internet gambling business or (b) you have legal authority to engage in an Internet gambling business. You agree to cooperate with us and provide any documentation we may reasonably require in order to substantiate your certification. You authorize us to investigate the Account Owner, the principals', and the Authorized Signers' background, including without limitation any financial institution and payment processor references. You also agree to notify us immediately if any time the Account Owner's business changes in any way that causes any prior certification to be inaccurate. If you certify to us that the Account Owner has legal authority to engage in an Internet gambling business, you acknowledge that we may choose to close the Account in our sole and absolute discretion.

8. **Accounts for Minors.** For any Account established by a minor the Credit Union reserves the right to require the minor Account to be a multiple party Account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such Account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an Account owner, the guardian or parent shall not have any right to access the Account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any Account owner. The Credit Union shall not change the account status when the minor reaches the age of majority, unless authorized in writing by all Account owners.

CHECKS AND WITHDRAWALS

1. **Payment Authorization.** You authorize us to pay checks signed by you and charge the payments against the applicable Account. Only checks or other methods approved by us may be used to withdraw funds from your Account. You agree that it will be your responsibility to verify the accuracy of information appearing on any checks, deposit slips or other forms, and you agree that we will not be liable for any printing errors on any such forms. All checks, withdrawal forms, deposit slips and transfer instructions used in connection with any Account must be on forms that we provide or otherwise expressly approve in writing. You agree to complete all checks using a non-gel black or dark blue ink that will readily transfer during any imaging of the check. We will not be liable for any resulting losses, and you agree to indemnify and hold us harmless if you fail to follow this requirement. If a non-member requests to cash a check drawn on your Account, we may require the non-member to present acceptable identification and, at our option, place a fingerprint on the check. If the non-member refuses to comply with our requirements, you agree that we will not be liable for wrongful dishonor. In the event that the applicable Account has sufficient funds on deposit to cover one or more, but not all of the checks or other withdrawal orders presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion, including withdrawal orders or checks payable to the Credit Union, and dishonor or refuse any item or withdrawal order for which there are insufficient funds available thereafter. We may also process all other checks and transactions in any order we choose, and we may change the order in which we process checks and transactions at any time without notice to you. To avoid fees, you should ensure that your Account contains sufficient available funds at all times to pay each of your transactions. In making distribution upon the death or disability of any party, you agree that we may rely upon the form of the Account at the time of any such death or disability.
2. **Stale Items.** We are under no obligation to pay a check that is presented for payment more than six (6) months from its date. In the event that a check drawn on your Account is payable, by its terms, within a stated period of time, we are under no obligation to pay that check if it is presented after the expiration of that time period.
3. **Overdrafts and Overdraft Protection.** You agree to maintain funds in your Accounts at all times sufficient to pay any withdrawal order (whether oral, written or otherwise) or any item presented for payment against the applicable Account. We are under no obligation to pay any order or item, (a) the amount of which exceeds the available balance in the Account upon which the order was made or the item was drawn, or (b) which would exceed limitations imposed upon the applicable Account under our policies and procedures, or under Applicable law, including Federal Reserve Board Regulation D. In the event that we do pay any such order or item, we will not waive our right to dishonor any subsequent orders or items presented. If we do pay an order or item, the amount of which exceeds the balance in the Account upon which it is drawn, or if any item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees which we might assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of social security or other government benefits), to withhold or to transfer funds from any other Account to which you are a party in amounts sufficient to cover any overdraft and overdraft fees, or to use any other collection remedy available to us by law. In the event that you write a check or take any other action which would result in an Account becoming overdrawn, and if you have requested and been approved for automatic overdraft protection, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Savings Account(s) in an amount necessary to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. We will use

our best efforts to transfer funds to your Checking Account from your Savings Account(s) in the manner in which you have directed in the Application. A fee may be charged for overdraft protection as set forth in the Truth in Savings Rate and Fee Schedule. If sufficient funds are not available, then any such item presented will be returned to the payee due to insufficient funds and a charge will be made to your Account in such amounts as we may establish from time to time. Each party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other party or parties to such Account. In the event that the Credit Union reasonably believes that your use of your Account or Accounts is abusive due to excessive checks drawn on insufficient funds, excessive activity or otherwise, your Account may be closed.

4. **Limitations on Automatic and Preauthorized Transfers.** Under government regulations that apply to Savings Accounts and Money Market Accounts, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from such Accounts, per calendar month to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, or a telephonic agreement, order, or instruction (including transfers by personal computer or other data transmission). Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. However, automatic overdraft protection transfers, Money Talk\$ audio response transfers, and lcfCU Online home banking transfers from your Savings Accounts and Money Market Accounts are included in this limitation. If you exceed the number of transfers permitted, your Account may be subject to closure.
5. **Signatures.** You authorize us to recognize any of the signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the Application. We may recognize facsimile signatures, signatures imprinted by mechanical devices or any authentication, including orders to pay that are received electronically or telephonically. You agree to indemnify and hold us harmless from any losses resulting from our honoring an item which bears or purports to bear a facsimile signature resembling a facsimile signature on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item. You agree that we may act upon and rely upon documentation, correspondence or other instructions with respect to your Accounts which we receive by way of electronic or facsimile transmission including Account Agreements, Requests to Modify Accounts, Loan Agreements, and any other order with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time. You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any original and that any such copy will be considered an original record for any purpose, including admissibility in evidence as an original record before any court or administrative agency.
6. **Postdated, Incomplete and Conditional Items.** You agree to hold us harmless from any and all loss and liability which we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse" or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the signature of the drawer, the identity of the drawee bank and the magnetically encoded information, whether or not that information is consistent with any other information on the item. You agree that we may decline to accept, process or pay any item or order which, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release and hold us harmless from any and all loss and liability which we may incur, or which may arise in connection with our attempts to resolve any such ambiguity.
7. **Wire Transfers, Automated Clearing House (ACH) Transactions, and Other Payment Order Transactions.**
 - a. **Governing Regulations.** If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law which covers transactions made over Fedwire. If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry was made. Other payment orders made by you may be governed by Article 4A of the Texas Business & Commerce Code.
 - b. **Notification.** Under NACHA Rules, we are not required to give you next day notice of the receipt of an ACH entry and we will not do so, nor will we give you next-day notice of the receipt of a wire transfer. However, we will notify you of these transfers in your Account Statement.
 - c. **Provisional and Final Payment.** If we credit your Account for an ACH entry or wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we

credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct payment.

- d. **Identifying Account Numbers.** You agree that we can rely upon any identifying Account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary, or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction have a duty to determine whether the number given matches the intended beneficiary or the named financial institution.
 - e. **Our Liability; Interest Payable.** We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. In no event, however, will we be liable for your attorney's fees or for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth below in the Account Statements paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction, or the dividend rate which we pay on the Account to or from which the funds transfer should have occurred.
 - f. **Security Procedures.** You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order which may include a combination of signature verification, call back procedures, the use of identifying words or numbers and identification via employee ID badge, valid driver's license or other photo identification document.
 - g. **Cutoff Times.** International transfers received after 10:00 a.m., and domestic transfers received after 2:00 p.m. on each weekday we are open which is not a holiday may be treated as having been received on the next banking day and processed accordingly.
 - h. **Force Majeure.** We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.
 - i. **Stop Payment of Point-of-Purchase Debit Entries.** You acknowledge and agree that in accordance with the NACHA Rules, a stop payment order must be placed on a point-of-purchase debit transaction at least three banking days prior to the scheduled date of entry in order for it to be effective. A stop payment order must state the precise amount, date, merchant number, originator name and any other information that we may reasonably require. If that information is not provided, we will not be responsible if we are unable to stop payment.
 - j. **General.** You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you. Any authorization made by you to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide us with a reasonable opportunity to act on it. If we are required to reimburse the government for a direct deposit payment made into your Account, you agree that we may charge the reimbursement amount to any Owner's Account, to the extent permitted by law.
8. **Stop Payment.** You may stop payment of items drawn on your Accounts. You agree to hold us harmless from any claim, loss, damage or expense which we may suffer or incur, including attorney's fees, by virtue of our refusing payment of any item on which you have stopped payment, as well as for payment of any item after your stop payment order has expired. A stop payment order will be effective for six months and may be renewed upon a request made in writing to us. We are not obligated to notify you when a stop payment order expires. A stop payment order, a renewal of any such order, or a revocation of any such order shall not be effective unless it is delivered to us in writing during regular business hours to a member of our staff at the office where your Accounts are located, and until we have had a reasonable opportunity to act on it. We will not be liable for the payment of an item over a stop payment order if the order is received after 10:00 a.m. on the next banking day after the banking day on which we received the item. Due to the limitations of our computer systems, we can intercept an item subject to a stop payment order only if the precise amount, date, check number, name of payee and any other information that we may reasonably require is provided. If that information is not provided exactly as it appears on the item, we will not be responsible if we are unable to stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for twenty-four (24) hours after which it must be renewed in writing. Any stop payment order, renewal or revocation will incur a charge which is set forth on the Truth in Savings Rate and Fee Schedule. You agree that we may honor a stop payment order, revocation or renewal if made by the person who signed the check to be stopped or any other person.

For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to the Electronic Fund Transfers Disclosure which appears below. We may limit your right to stop payment of Cashier's Checks or Credit Union

Official Checks issued by us at your request. You may not stop payment of transactions initiated through the use of an ATM card or a similar device used at an ATM or a point-of-sale terminal.

9. **Credit Union Liability.** Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we will not be liable for any action or inaction regarding the payment or non-payment of items, collection of items, other withdrawals or the transfer of funds in satisfaction of overdrafts. **Except as required by law, you agree that we will never be liable for any indirect, special, or consequential damages arising out of or related to our obligations under this Agreement, even if we have been advised of the possibility of such damages. If we pay an item over a forged drawer's signature, we will not be liable for more than the face amount of the item.**

DEPOSIT OF ITEMS

1. **Handling of Items.** We act only as a collecting agent for any items deposited. Any deposit that we accept will be provisional and will be subject to subsequent payment verification. We are not responsible for any deposit or other transaction initiated by mail until the item or order is actually received. We will not be responsible for any deposit or other transaction made through the use of our night depository or any other unattended facility until the item or order is actually removed from the depository or facility by our personnel. We will not be responsible for any deposit or other transaction during the course of delivery to us by any courier or other third party until the item or order is actually received by our personnel. We have the right to endorse all checks payable to you for deposit into your Account. We will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. You agree to bear the risk of any change in the exchange rate with respect to any items which may be payable in foreign currency. You agree that we may charge back any item before payment without notice, whether the item has been returned or not. You agree that, if a check that has been deposited to your Account or cashed by you at the Credit Union is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty or otherwise, we may charge back the amount of any such item to your Account at any time without notice. You agree that we may resubmit an item that has been returned to us for payment, and you waive notice that an item has been dishonored or charged back against your Account. You also agree that if we are charged a fee by any other institution in connection with any of your Accounts, that fee expense may be charged to your Account.
2. **Endorsement Standards.** The area from the trailing edge of a check to 1.5 inches from the trailing edge of a check is reserved for the payee's endorsement. The trailing edge of a check is defined as the left side of the check looking at it from the front. You and all other endorser must make your endorsement within this prescribed area. If any endorsement or other writing which you or any other endorser makes causes any error or delay in the processing of the item, you agree that you will be liable for any loss which we incur as a result of that delay or error, and you agree to hold us harmless from any such loss.
3. **Right to Refuse Deposit.** If you request that we accept a substitute check or a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept any such check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses which may arise because of our acceptance of the item. In any event, at our discretion, we may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit or close the Account subject to applicable regulations.
4. **Deposit Verification.** If a deposit is made to your Account and we subsequently determine that the amount of the deposit initially credited was incorrect or in error, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction.

GENERAL PROVISIONS

- 1. Account Security.** You agree to exercise precautions to safeguard your identity, your Accounts, and your Account information. You agree never to give your personal information or Account information to anyone you do not know and whose identity you cannot verify. If you give your personal information to someone and that person uses your information to access your Account, you agree that such use will be deemed an authorized use for which you will be responsible. We will never ask you to give your Account information, including user names, personal identification numbers, and Account numbers, to us over the telephone, by e-mail, or by text messaging. You agree not to disclose your personal information and Account information through these mediums for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the credit union. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not accept liability to the extent permitted by law.
- 2. Taxpayer Identification Number and Backup Withholding.** The Internal Revenue Service (IRS) requires most recipients of dividend, interest or other payments to give taxpayer identification numbers to credit unions and other payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Credit unions and other payers must be given the numbers whether or not recipients are required to file tax returns. Credit unions and other payers must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (a) you have been notified by the IRS that you are subject to backup withholding due to payee under reporting and you have not received a notice from the IRS that the backup withholding has been terminated or, (b) you provide us with an incorrect taxpayer identification number, the Credit Union is required to withhold payment, in part, of dividends or interest owing to you in amounts determined by the IRS and to pay interest or dividends withheld to the IRS.
- 3. Document Imaging.** You acknowledge and agree that the Credit Union, at its option, may choose to create and retain electronic copies of your original Account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned or stored images of your records will have the same effect as the original records for any purpose, including admissibility in evidence as an original record before any court or administrative agency.
- 4. Inactive Accounts.** We are generally required by law to preserve an Account that is inactive. An Account is inactive if for more than one year there has not been a debit or credit to the Account because of an act by you or your agent (other than us) and you have not communicated with us. An Account is presumed abandoned if (a) the Account has been inactive for at least five years from the date of your last transaction on the Account or your last correspondence with us, and (b) we are unable to locate you. If an Account is presumed abandoned, we are required to report the abandonment and to pay the funds in the Account to the State. If your Account is inactive, you may be charged an inactivity fee in the amount and at the intervals set forth in the Truth in Savings Rate and Fee Schedule.
- 5. Account Statements.** You are responsible for promptly examining each Account statement. If your Account is a Joint or Multiple-Party Account, you agree that we need only provide an Account statement to one of you. Any objection that you may have with respect to any unauthorized withdrawal, any payment order (including a wire transfer), or any other item or deposit shown on or missing from a statement, except for electronic fund transfers, will be waived unless made in writing to us, and received on or before the thirty-fifth (35th) day following the date the statement is mailed or is otherwise delivered (60th day if your claim relates to a substitute check), subject to applicable law. You agree that we will not be liable for unauthorized withdrawal, any payment order, any forged, unauthorized or altered item drawn on or deposited to your Account, any item with missing signatures or endorsements, any missing or diverted deposit, or any other error or discrepancy, including any subsequent alterations, unauthorized signatures or withdrawals by the same wrongdoer, even if the unauthorized activity appears on later statements, if you fail to notify us within that thirty-five day period, nor will we be liable for any forged or altered item if the forgery or alteration is not readily ascertainable upon inspection. You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized or altered item, or as a result of any missing or diverted deposit, or due to any other error or discrepancy unless you have provided us with such notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you.

Unless we adopt alternative procedures from time to time, checks drawn on your Account will not be returned to you and copies of checks will be made available to you upon your request according to the charges set forth on the Truth in Savings Rate and Fee Schedule. That notwithstanding, you agree that your duty to examine statements promptly, and your obligation to notify us in the event of any error is not waived or diminished in any respect by our retention of checks drawn on your Account.

You will receive an Account statement monthly for your Checking Accounts. In most cases, you will receive an Account statement at least quarterly for your Savings Accounts. It is your responsibility to insure that your statements are received, and you agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately if you failed to receive a statement for your Checking Accounts monthly or a statement for your Savings Accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within 10 days of that time, if you failed to receive your statement.

You acknowledge that we employ an automated collection procedure in order to more efficiently handle the high volume of items we process. For that reason, our procedures generally do not include the sight review examination of items. You acknowledge and agree that reasonable commercial standards do not require us to sight review any check presented and that any failure to sight review shall not constitute a lack of ordinary care in the payment of any item.

6. **Illegal Transactions.** You agree that you will not cause or allow your Accounts to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may decline to accept any such use or transaction. You further agree to waive any right to take legal action against the Credit Union for your illegal use of your Account and to indemnify and hold the Credit Union harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.
7. **Legal Process.** You agree that we may debit your Account for charges and costs including attorney's fees in connection with negotiations, responses, appearances and the production of statements, items or other documents pursuant to subpoenas, court orders, levies, garnishments or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment or garnishment against your Account will be subject to our contractual and statutory liens set forth below, and you authorize us to exercise those liens whether or not any outstanding obligation is in default, subject to applicable law.
8. **Statutory Lien.** If you fail to satisfy any outstanding financial obligation with us, federal law gives us the right to apply the balance of shares and dividends in your Account(s) to satisfy that obligation. We may exercise this right at any time without further notice to you at the time you fail to satisfy an outstanding financial obligation with us.
9. **Contractual Lien.** In addition to any lien we have as a matter of law, you grant us a contractual lien on any and all funds deposited or maintained in any Account in which you have an interest to the extent of any loans made to you and any other obligation of yours which you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the Federal Truth-In-Lending Act. You are not giving a security interest in any shares or deposits in an IRA or any other account which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. You agree that, if any such Account is a Joint or Multiple Party Account, the entire amount in such Account shall be subject to our lien and shall secure the indebtedness of each Owner owing to us. You agree that we may exercise our lien and apply the entire amount in any such Account against the indebtedness of any Owner owing to us notwithstanding the interest of any other Owner in the Account, and without notice. You agree to pay us for expenses and costs, including attorney's fees, which we may incur in defending or enforcing our right to exercise our lien against the indebtedness of any one or more Owners, and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien, or any right of offset which may exist, results in there being insufficient funds in the Account to honor such items. If we cash a check for you and any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your Account. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness which you may owe to us whether as borrower, co-maker, guarantor or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien on shares and deposits shall not be construed so as to diminish or forfeit any security interest in or indebtedness secured by such residence, nor shall our lien be construed so as to permit the modification of any claim we may have under 11 U.S.C. 1322(b)(2), and to the extent that this lien is so construed, it is hereby waived and shall be void.
10. **Dispute Resolution.** If we suspect that fraudulent misconduct is or has taken place with respect to any Account, or if we are notified that a party to an Account has died or is incompetent to manage his or her affairs, or if we have been notified that a dispute exists between or among parties to the Account or third parties with regard to their respective interests in the Account, or if there are competing claims to funds on deposit, or if we are in doubt concerning the respective interests of any parties to an Account, we may restrict withdrawals and Account services on an Account until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent misconduct or probate matter has been resolved by a court of competent jurisdiction or by written settlement agreement entered into by all parties to the

Account and any third party making claim to funds in any such Account. You agree that we may recover any attorney's fees or costs expended in connection with the foregoing, which fees will be payable by you directly, or out of the Account made the subject of any such doubt, dispute, misconduct or probate proceeding, or out of any other Account in which you have an interest. You agree, further, that the Credit Union may impose withdrawal limitations on any of your Accounts at any time, including your ability to access your Accounts electronically or otherwise, if you are delinquent under any obligation you owe to the Credit Union.

11. **Power of Attorney.** You agree that we shall be under no obligation to recognize and honor any power of attorney which authorizes someone to deal with your Account on your behalf.
12. **Withdrawal of Services.** In the event that any Credit Union member causes us a loss or makes known his or her intention to cause us a loss, whether by way of loan default, Account overdraft, or otherwise, or in the event that any Credit Union member has been abusive in the conduct of his or her affairs with the Credit Union, it is our policy to withdraw member services otherwise extended to that member including, but not limited to, the right to maintain Accounts and the availability of electronic fund transfer services including pre-authorized transfers, telephone access services, and ATM services. Unless expelled from membership, members have a right to maintain a Primary Savings Account and to vote in annual and special meetings. Under certain circumstances, services may be reinstated if any loss caused to the Credit Union is subsequently cured.
13. **Closing the Account and Terminating Services.** Any party to an Account may close the Account at any time; provided, however, that no Joint Owner may close the Regular Savings Account of a member or reduce the balance of any such Account below the par value of one share. Your right to close an Account is subject to any statutory or contractual lien existing in our favor and any legal process levied against any such Account. We may close an Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or in satisfaction of any obligation owing to us, in any manner we deem appropriate, if (a) any of the events set forth above in paragraphs 10 or 12 should arise, (b) we believe that we may suffer a loss if the Account is not closed or we believe that the volume of Account activity exceeds that which we can reasonably and safely process, (c) we determine that any party to the Account or claiming interest in the Account has been abusive in the use of the Account or in the conduct of his or her affairs with the Credit Union, (d) there has been a change in Account ownership or a change with regard to the persons authorized to sign on the Account, or (e) our attempts to verify your identity have failed. The primary member on an Account may terminate a joint Account owner's account services at any time by notifying us in writing. For example, a primary member may terminate a joint Account owner's ATM or debit card or home banking access with written notice to us. Each of you agrees that we have no obligation to notify any Account owners of any other Account owners' transactions or actions on the account.
14. **Death or Incompetence of Account Owner.** We may continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account and allow any other transactions with respect to an Account until we are notified of an Account owner's death or of an adjudication of incompetence, and we have a reasonable opportunity to act upon any such notice. Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving Account holder, once we are notified of a member's death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the deceased Account owner for a period of ten days after the Account owner's death unless we are ordered to stop payment by a person claiming an interest in the Account. We may require any person claiming an interest in the Account to indemnify us against any losses arising out of the payment of any such claim, and this Account Agreement will be binding upon the heirs or legal representatives of any deceased Account owner or any Account owner who is adjudicated incompetent. We may continue to pay dividends or interest on an Account following the death of an Account owner. If any surviving joint owner is a member of the Credit Union, we may require that the Account be closed and reopened in the name of that surviving joint owner.
15. **Attorney's Fees.** In addition to any other rights we may have at law or under this Agreement to recover fees and costs, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of this Agreement and the defense of any rights we may have under this Agreement.
16. **Amendment.** You agree that we may amend, add to, delete, or change any term of this Agreement, the Truth-In-Savings Disclosures and the Rate and Fee Schedule, and any notice, agreement or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.
17. **Severability.** If any provision of this Agreement shall be declared invalid, unenforceable or illegal, that part will not affect the validity, enforceability or legality of any other provision.

18. **Reopened Accounts.** Should your Account be closed at any time or times by withdrawal of the balance of the Account, and later re-opened by you, such re-opened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new signature card or other Account agreement is signed.
19. **Governing Law.** This Agreement shall be governed by the Federal Credit Union Act, the Rules and Regulations of the National Credit Union Administration, the Credit Union's Bylaws, and, to the extent not pre-empted by federal law, the laws of the State of Texas. You acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in Dallas County, Texas.
20. **Credit Reports.** You agree and authorize us to check your credit and employment history and to request and use credit reports when considering any application to open an Account or application for related financial services. **We may report information about your share and loan accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.** If you believe that information we have reported or may report to a credit bureau is inaccurate or incomplete, please notify us in writing at Las Colinas Federal Credit Union, Attn: Accounting Dept., PO Box 630347, Irving, TX 75063. Include your name, address, home telephone number and Account number and identify the information you believe is incorrect. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

- 1. General.** The terms, conditions, and disclosures which appear below generally apply to all of our Electronic Fund Transfer Services (“Services”), unless we reference a specific service in connection with any disclosure. Additional terms and disclosures may be furnished to you at the time you arrange for any of these Services with us. In this Agreement and these Disclosures, the “Card” refers to the Las Colinas Federal Credit Union VISA[®] ATM/Debit Card. If a Card is issued to you or if you arrange for a Service, you agree that the use of any such Card or Service shall be governed by the terms of your Account Agreement, the terms and conditions set forth in this Agreement and these Disclosures, and any additional terms, conditions or disclosures provided to you when a Card is issued or a Service is provided.
- 2. Overdrafts.** No withdrawal shall be made from any of your Accounts through the use of your Card or Personal Identification Number (PIN) which results in an overdraft. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient funds in your Account. If your Account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion including first honoring any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. You agree that your use of the Card and PIN shall be subject to the Overdraft and Overdraft Protection provisions set forth in the Account Agreement.
- 3. Stop Payment.** Unless otherwise provided in any agreement or disclosure you receive when you arrange for a Service, you acknowledge and agree that you may not stop payment of any transaction initiated through use of the Card or your PIN.
- 4. Card and PIN Security.** You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any third party, and to refrain from writing your PIN on your Card. You agree that the use of the Card and PIN by you, any other applicant, any Owner on any of your Accounts which may be accessed by the Card or PIN, anyone you permit or authorize to use your Card or PIN, and anyone to whom you disclose your PIN or give access to your Card or PIN, shall be deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft.
- 5. Preauthorization Holds:** When you use your Card at certain merchants such as gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization amount from us to cover the transaction. The preauthorization amount may be greater than the actual purchase amount. We will place a hold on your Account for the amount of a preauthorization request. This hold may remain on your Account for up to 72 hours or until the transaction is posted to your Account, whichever comes first. Preauthorization holds may affect the availability of funds in your Account to pay for checks drawn on your account and other withdrawals. You acknowledge and agree that we are not liable for any damages you may incur for dishonor of items or otherwise because of a preauthorized hold placed on funds in your Account.
- 6. Surrender, Cancellation and Amendment.** You agree to surrender the Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may cancel this Agreement at any time, subject to such notification as may be required by applicable law. You agree that we may add to, change, or delete the terms of this Agreement and these disclosures, from time to time, subject to such notification as may be required by applicable law.

DISCLOSURES

Note to Business and Organization Account Holders. The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfer Act and Federal Reserve Board Regulation E. The Act and Regulation do not apply to business or organizational Accounts. If you are a business or organizational Account holder, the disclosures below relating to member liability, Credit Union liability, and billing errors do not apply to business or organization Accounts. The remainder of the disclosures are provided for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation to business or organization Accounts.

1. **CONTACT IN THE EVENT OF UNAUTHORIZED TRANSFERS.** If you believe your Card or PIN has been lost or stolen or that someone has or may transfer money from your Account without your permission, call:

214-273-5094 or 800-851-5132
or write:
Las Colinas Federal Credit Union
555 Cimarron Trail
Irving, TX 75063

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

2. **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account.

- a **For Unauthorized Point-of-Sale Debit Card Transactions with Your VISA ATM/Debit Card.** If you believe your Card or PIN has been lost or stolen, you will not be liable if you notify us that someone may or has used your Card or PIN without your permission. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card. In those cases, your liability will be determined under the standards set forth below for all other unauthorized transfers.
- b **For All Other Unauthorized Transfers with Your VISA ATM/Debit Card.** If you believe your Card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN, 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.

3. **TYPES OF AVAILABLE TRANSFERS AND TRANSFER LIMITATIONS.**

- a **Direct Deposits.** You may make arrangements for direct deposits of your payroll or other recurring types of deposits to your Checking or Savings Account(s).
- b **Preauthorized Withdrawals.** You may make arrangements to pay certain recurring bills from your Checking or Savings Account(s).

- c **Money Talk\$ Telephone Transfers.** You may access your Account(s) by telephone 24 hours a day at 972-580-0188 or 800-611-5393 using your PIN, a touch tone phone, and your Account number to:
- Transfer funds between your Checking and Savings Accounts.
 - Make payments from your Checking and Savings Accounts to Loan Accounts with us.
 - Obtain information about account balances and transactions history in your Checking and Savings Accounts.
 - Withdraw funds from your Checking or Savings Accounts in the form of a check made payable only to the member.
- d **lcfCU Online Internet Home Banking.** Using your user ID and home banking PIN, you may access your accounts through our lcfCU Online Internet Home Banking Service to:
- Withdraw funds from your Checking or Savings Account(s) in the form of a check made payable only to the member.
 - Make inquiries on your Account.
 - Obtain information about Account balances and Loan balances.
 - Make transfers between your Checking and Savings Accounts.
 - Make payments from your Checking and Savings Accounts to your Loan Accounts with us.
- e **Bill Paying Services.** You may arrange to have bills paid electronically from your Accounts through Bill Paying Services with whom we contract from time to time. Your contractual arrangement with those Bill Paying Services may provide for additional terms, conditions, disclosures and limitations.
- f **ATM Transfers.** You may access your Accounts through an automated teller machine (“ATM”) using your Card and PIN to:
- Make deposits to your Checking and Savings Accounts at ATMs we own or operate.
 - Obtain information about Account balance in your Checking and Savings Accounts.
 - Obtain cash withdrawals from your Checking and Savings Accounts.
 - You may perform up to three (3) withdrawals per day.
 - Daily withdrawal limitations apply. Contact the Credit Union for specific limitations regarding your Account.
- Some of these services may not be available at all terminals.*
- g **Debit Card/Point-of-Sale Transactions.** You may access your Checking Account with your VISA ATM/Debit Card to
- Pay for goods and services at places that have agreed to accept the Card.
 - Withdraw cash from participating financial institutions or merchants, if the merchant permits.
 - You may perform up to ten (10) withdrawals per day.
 - Daily withdrawal limitations apply. Contact the Credit Union for specific limitations regarding your Account.

The VISA ATM/Debit Card has been enabled for non-VISA debit transaction processing on the Pulse and Exchange/Accel ATM networks. If a merchant permits, you may choose to route your Debit Card payment through one of these non-VISA networks. These transactions do not require authentication with your PIN and are not covered by the provisions of this Agreement that relate to VISA transactions. Actions that may be required for Debit Card transactions to carry VISA-associated benefits and protections include presenting the Card for payment at a VISA terminal and indicating that you do not wish the transaction to be processed as a non-VISA transaction. If a merchant offers the opportunity to route your Debit Card payment as a non-VISA transaction, you will be advised and given an opportunity to indicate your preference when completing the transaction.

you give. Please refer to our Truth in Savings Rate and Fee Schedule accompanying this Agreement for fees we will charge you in connection with stop payment orders.

In addition, if you notify us that your authorization is no longer valid, we may confirm that you have informed the payee that your authorization has been revoked and we may require a copy of your Revocation of Authorization as written confirmation, to be provided within 14 days of any oral notification. If we do not receive the required written confirmation within this time period, we may honor subsequent debits to the account.

- b **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company 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.
- c **Liability for Failure to Stop Payment of Pre-Authorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

10. **CREDIT UNION'S 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 money in your Account to make the transfer.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the automated teller machine or system was not working properly and you knew about the breakdown when you started the transfers.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Agreement with you.

11. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** Telephone or write us at the telephone number or address above 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a Tell us your name and account number.
- b 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.
- c 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 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 use of the money during the time it takes us to complete our investigation. For VISA ATM/Debit Card (non-ATM) transactions, we will credit your Account within five business days for the amount you think is in error unless we determine that the circumstances or your Account history warrants a delay of up to 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.

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.

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

12. **ILLEGAL TRANSACTIONS.** You agree that you will not cause or allow the Card to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may refuse to authorize any such transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify and hold harmless the Credit Union and VISA International, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.
13. **VISA ATM/DEBIT CARD INTERNATIONAL TRANSACTIONS.** If you effect an international transaction with your VISA ATM/Debit Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be: (i) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or (ii) the government mandated rate in effect for the applicable central processing date.; and in each instance, plus a 1% Foreign Transaction Fee. The Foreign Transaction Fee will be charged in U.S. dollars and apply to all international purchase, cash advance, and account credit transactions.
14. **ATM SAFETY PRECAUTIONS.** Exercise discretion when using an Automated Teller Machine or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

FUNDS AVAILABILITY POLICY

This policy disclosure describes your ability to withdraw funds at Las Colinas Federal Credit Union. This policy only applies to the availability of funds deposited into "transaction Accounts." Generally, transaction Accounts are Accounts that do not limit the number or types of withdrawals or transfers that may be made from the Account. For example, Checking Accounts. The Credit Union reserves the right to delay the availability of funds deposited to non-transaction Accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which Accounts are covered by this policy.

1. **YOUR ABILITY TO WITHDRAW FUNDS AT LAS COLINAS FEDERAL CREDIT UNION.** Our policy is to make funds from your cash and check deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. If you make a deposit at one of our shared-branch locations, the deposit will be subject to the funds availability policy of the shared branch location where the deposit is made. If you have any questions concerning the availability of a deposit made at a shared-branch location, please ask a representative at the shared-branch location when the deposit is made.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

2. **FOR DETERMINING THE AVAILABILITY OF YOUR DEPOSITS.** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, federal holidays and other posted holidays which we observe. If you make a deposit before 5:00 p.m. central time (8:00 a.m. central time for deposits at an ATM or night deposit facility) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. central time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
3. **LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$100 of your deposits, however, will be available on the same day.

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

4. **SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new member, the following special rules will apply during the first 30 days your Account is open.

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over

\$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

SUBSTITUTE CHECKS AND YOUR RIGHTS IMPORTANT INFORMATION ABOUT CHECK 21

1. **What Is a Substitute Check?** To make check processing faster, a federal law called Check 21 permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

2. **What Are My Rights Regarding Substitute Checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

3. **How Do I Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us in writing at Las Colinas Federal Credit Union, 555 Cimarron Trail, Irving, TX 75063. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: The check number, the name of the person to whom you wrote the check, and the amount of the check.

FACTS		WHAT DOES LAS COLINAS FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Social Security number and income ▪ account balances and payment history ▪ transaction or loss history and credit history When you are no longer our member, we continue to share your information as described in this notice.		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Las Colinas Federal Credit Union chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information	Does Las Colinas Federal Credit Union share?	Can you limit this sharing?	
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes —to offer our products and services to you	Yes	No	
For joint marketing with other financial companies	Yes	No	
For our affiliates' everyday business purposes —information about your transactions and experiences	No	We don't share	
For non-affiliates to market to you	No	We don't share	
Questions?	Call (214) 273-5094 or (800) 851-5132		

Page 2

Who we are	
Who is providing this notice?	Las Colinas Federal Credit Union
What we do	
How does Las Colinas Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.