



**Membership and 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.

## MEMBERSHIP AND ACCOUNT AGREEMENT

In this Agreement, the terms "you," "your," and "Party" mean any and all persons or entities who sign a Membership Application or any other document (collectively, "Application") in connection with the opening of any Share Account with the above-referenced Credit Union, any such person or entity who maintains an Account with us, and any other person or entity authorized to use or having access to any such Account. "Owner" means each person who owns the Account, including any Joint Owners. "Primary Member" means the Account Owner first listed on the Application and under whose taxpayer identification number the Account is maintained. "We," "us," "our," and "Credit Union" mean the above-referenced Credit Union.

In this Agreement and in the Truth-in-Savings Account Disclosures and 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 on behalf of any other persons designated in the Application, including but not limited to any Checking, Savings, or Money Market 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 Rate and Fee Schedules (collectively, the "Truth-in-Savings Disclosures"), as amended from time to time, and to conform to our rules, regulations, bylaws, policies and procedures now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Agreement and the Truth-In-Savings Disclosures, the terms appearing in the Truth-in-Savings Disclosures will control. The Truth-in-Savings Disclosures are incorporated by reference into this Agreement. This Agreement is incorporated into and made a part of any Application you execute in connection with the opening or use of any Account. Unless any other account agreement you have with us specifically provides otherwise, this Agreement supersedes any other account agreement you may have with us.

### TRUTH-IN-SAVINGS DISCLOSURES

Truth-In-Savings Disclosures that apply to each of your Accounts, including the dividend rate and the annual percentage yield for your Accounts, are set forth in the Truth-In-Savings Account Disclosures that accompany this Agreement.

### ACCOUNT OWNERSHIP

Account selection is made on the Application. The type of Account you select may determine how property passes on your death. Your Will may not control the disposition of funds held in some of the following Accounts. If we allow Convenience Accounts, a designated convenience signer may make transactions on the Owners' behalf during their lifetime but does not own the Account. A designated convenience signer owns the Account upon the last Account Owner's death only if the convenience signer is also designated as a Payable on Death ("P.O.D.") payee.

**1. Single Party Account.** Under this type of Account ownership, the Party to the Account owns the Account. If a Single Party Account is opened without a P.O.D. designation, then upon the Party's death, ownership of the Account passes as part of Party's estate under the Party's Will or by intestacy. If a P.O.D. designation is made and the P.O.D. beneficiaries survive the Party, then upon the Party's death, ownership of the Account passes to the P.O.D. beneficiaries of the Account and the Account does not pass as part of the Party's estate.

**2. Joint or Multiple Party Account with Right of Survivorship.** If an Account is opened by two or more Owners, or if one or more Owners are added to a Single Party Account after the Account is opened, the Account will be a Joint or Multiple Party Account with Right of Survivorship. All funds deposited into any such Account, including any earnings thereon, shall be owned by the Primary Member jointly with all other Owners who have signed the

Application with right of survivorship. A survivorship designation may be ineffective unless signed by all Owners to the Account. On the death of an Owner, all sums in the Account on the date of the death vest in and belong to the surviving Owner(s) as their separate property and estate, subject to any lien we have for the deceased Owner's obligations to us and regardless of whether any of the surviving Owners have consented to such lien.

The Owners to the Account own the Account in proportion to the Owners' net contributions to the Account. Payment of any sum to any Party shall be valid and discharge the Credit Union from any and all liability for such payment. Except as otherwise provided in this Agreement, the Credit Union may accept instructions from any Party or act at the request of any Party with regard to any such Account without the consent of any other Party to the Account. Each Owner authorizes all other Parties to the Account 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. Without the consent or joinder of any other Owner and without regard to the interest in the Account of any other Owner, any Party to the Account may (i) make deposits to or withdraw funds from the Account, (ii) place stop payment orders with respect to any items drawn on the Account by any Account Party, (iii) pledge all of the shares and dividends in eligible Accounts to secure any indebtedness owing to us, or (iv) designate an Account to provide overdraft protection for any other Account. In the event that any Account may be accessed by means of an electronic fund transfer, including the use of a Check Card issued in connection with the Account or the use of any telephone, computer or mobile access program, each Owner grants to every other Party actual authority to initiate any such transfer, to use any such Check Card issued, or to use any Personal Identification Number ("PIN") issued in connection with any such card, telephone, computer, or mobile access program. The Primary Member in whose name a Joint or Multiple Party Account with Right of Survivorship is opened may, without notice to any other Party of such Account and upon written notice to the Credit Union in such form as the Credit Union may require, change the form of the Account, add Parties to the Account, and remove any Parties from the Account. Any such action by the Primary Member will terminate any interest that the removed Party may have in such Account. At its option, the Credit Union may require that an Account be closed and a new Account opened in lieu of permitting a Primary Member to remove any other Party from the Account, or the Credit Union may require the consent of one or more Account Parties prior to acting upon any written notification or instruction by a Primary Member to remove a Party from an Account. No other Party to a Multiple Party Account with Right of Survivorship may make any such change, addition, or deletion, and no other Party to a Joint or Multiple Party Account with Right of Survivorship may close the Primary Member's membership share Account or withdraw funds from the Primary Member's primary Share Account below the par value of one share. The Parties agree that the Credit Union may pay funds in any Joint or Multiple Party Account with Right of Survivorship to or on the order of any Party, regardless of whether any other Parties are incapacitated or deceased. The Credit Union makes no representation concerning the legal consequences or effectiveness of the survivorship rights described in this section, 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 with a qualified attorney if you have any question regarding the validity, effectiveness, or fitness of any such survivorship designation for any purpose.

**3. Payable on Death (P.O.D.) Account.** A P.O.D. Account is an Account payable on request to one or more Owners during their lifetimes and upon the death of the last of those Owners, payable to one or more P.O.D. beneficiaries named in the Application executed in connection with the Account. The Owner(s) 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 the Owner(s) lifetime, all funds paid into or deposited into the Account designated, including any earnings thereon, shall be owned by the Owners, and payment may be made upon an Owner's request, or the request of any other Party to the Account. Upon the last Owner's death (the death of the last Owner 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 the Account funds to any P.O.D. beneficiary. 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 Account.** If an Account is established by one or more Owners in the names of the Owners as a Convenience Account, all sums on deposit in the Account are paid or delivered to the Owners establishing the Account or to any other Party to the Account (any such other Party hereinafter referred to as a “convenience signer”) for the convenience of the Owners opening the Account. The making of a deposit in a Convenience Account does not affect title to the deposit. An Owner 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 the convenience signer. On the death of the last surviving Owner, a convenience signer shall have no right of survivorship in the Account and ownership of the Account remains in the estate of the last surviving Party. If an addition is made to the Account by anyone other than an Owner establishing the Account, the addition and accruals to the addition are considered to have been made by an Owner. All deposits to a Convenience Account and additions and accruals to the deposits may be paid to an Owner 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 an Owner not to make payment in accordance with the terms of the Account. After receipt of the notice from an Owner, the Credit Union may require an Owner 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 Owner establishing the Account, and before the Credit Union has received written notice of the last surviving Owner’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 Owner’s estate after the death of the last surviving Owner 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 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 or irrevocable 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 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. Business and Organization Accounts.** At our option, we may issue shares and accept deposits in the name of businesses and 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 business 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 business 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, agent, or authorized signer of any such business or organization. Please refer to the Illegal Transactions section below for important terms regarding unlawful Internet gambling transactions.

**7. Minor Accounts.** We may open an Account for a minor, receive payment or pay withdrawals on the Account by or for a minor, and act in any other matter on the order of the minor without regard to the minor's legal capacity, and we are discharged from liability to the extent of any such actions. We have no duty to inquire of the use or purpose of any transaction by the minor or any other Account Owner. We reserve the right to require a minor Account to be jointly owned with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or other amounts owing on such Account. Unless a parent or guardian is a Joint Owner on a minor Account, the parent or guardian shall have no rights to access or obtain information about the Account. Even if a parent, guardian, or another adult is a Joint Owner on a minor Account, as

an Account Owner, the minor has the right at any time to withdraw the Account funds and close the Account. The Credit Union shall not change the status of a minor Account when the minor reaches the age of majority, unless authorized in writing by all Account Owners.

**9. Accounts for Guardianships and Estates.** At our option we may issue shares and accept deposits in the name of (a) a ward on whose behalf a Guardianship has been established under applicable law, or (b) 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 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 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 Testamentary, or Letters of Administration valid on their face, you agree that we will have no further duty (a) to determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (b) to determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Estates Code or other applicable law, (c) to 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 (d) to 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 that are valid upon presentment, 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 in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas Estates Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check that 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 another order issuing out of a court of competent jurisdiction.

**10. Representative Payee Accounts.** At our option, we may issue shares and accept deposits in Accounts established in a member's name and for the member's benefit by an individual appointed as a Social Security, Railroad Retirement, or Veterans Administration "Representative Payee." Funds in a Representative Payee Account are owned by the member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an Account is opened, you (whether as beneficiary or as Representative Payee) agree that we may accept deposits including direct deposits from the Social Security Administration, Railroad Retirement Board, and Veterans Administration, that we may permit withdrawals from the Account by the Representative Payee through such means as we may prescribe from time to time, and that we may restrict access to the Account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration, Railroad Retirement Board, and Veterans Administration governing such Accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we will have no duty to oversee the application by a Representative Payee of any funds withdrawn from the Account. You agree that, if any deposit to an Account is subsequently reversed, whether by the Social Security Administration, Railroad Retirement Board, Veterans Administration or otherwise, we may transfer funds in other eligible Accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance, and transaction of any business related to a Representative Payee Account.

## **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 withdrawal 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 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, and you agree to indemnify, defend, and hold us harmless, if you fail to follow the requirements in this section. 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, we may refuse to accept the check, and you agree that we will not be liable for wrongful dishonor. In the event that the applicable Account has sufficient available funds on deposit to cover one or more but not all of the checks and 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 processing withdrawal orders and checks payable to the Credit Union first and dishonoring or refusing any item or withdrawal order for which there are insufficient funds available thereafter. We will generally process checks and all other transaction withdrawals and transfers, such as those made by ATM, point of sale, mobile or computer, and preauthorized payments, in the order in which they are received, but we may choose to process transactions in any order in our discretion, and we may change the order in which we process 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 distributions 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 which is presented for payment more than six 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 available 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. In this Agreement, the terms “available funds” and “available balance” mean the balance in the applicable Account after all check deposit holds, holds resulting from check card authorizations, and any other type of hold (such as legal holds) placed on the applicable Account are subtracted from the actual Account balance. We are under no obligation to pay any order or item, (i) the amount of which exceeds the available balance in the Account upon which the order was made or the item was drawn, or (ii) 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 available balance in the Account upon which it is drawn, or if any order or 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 that we may 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 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 at law.

We determine whether your Account is overdrawn based on the “available balance.” The available balance may be different than the actual balance because it considers funds subject to holds. Funds subject to holds are not available to pay checks, Check Card transactions, Automated Clearing House (“ACH”) transactions, and any other transactions presented for payment. Holds may be placed on Account funds for various reasons, including without limitation, holds on check deposits pursuant to our Funds Availability Policy, preauthorization holds placed by merchants for signature-based Check Card transactions, and other general Account holds. Please refer to the Electronic Fund Transfers Agreement and Disclosures for more information about Check Card preauthorization holds. You may incur overdraft or return fees if your available balance is not sufficient to pay transactions when they are presented. To avoid fees, you must carefully record your transactions and closely monitor your available balance so that you have a sufficient available balance at all times to pay your transactions. In addition to contacting us directly, you can check your available balance on the home banking, audio response, and mobile app systems, and at many ATMs and point-of-sale terminals. You must be enrolled in an electronic fund transfer service in order to check your available Account balance through that service.

In the event that you write a check or take any other action that 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 or any other eligible

Account you have designated, or to make an advance under any Overdraft Protection Line of Credit Agreement you may have with us, in increments that we deem sufficient or you have agreed upon in order 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, or to make an advance under your Overdraft Protection Line of Credit Agreement, in the manner in which you have directed in the Application. A fee may be charged for overdraft protection as set forth in the Fee Schedule. If sufficient funds are not available, then any such order or item presented may 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, we may limit or terminate certain services, or your Account may be closed.

**4. Signatures.** You authorize us to recognize any of the signatures set forth in the Application in the payment of funds or for 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 are not responsible for refusing to honor a transaction if we believe the authorizing signature is not authentic. We may recognize electronic signatures, facsimile signatures, signatures imprinted by mechanical devices, or any other method of 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.

**5. Postdated, Incomplete and Conditional Items; Automated Processing.** You agree to hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items indorsed "without recourse," or conditional items. You agree that we will have no duty to discover or comply with postdated, incomplete, or conditional items. You agree that, due to our automated check processing procedures, which are designed to process the greatest volume of items at the lowest cost to you, we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, the signature of the drawer, and the magnetically encoded information, whether or not that information is consistent with any other information on the item. This includes any legends appearing on a check, but not encoded on the MICR line, even though those legends may be important for your own purposes. You agree that we may decline to accept, process, or pay any item or order that, 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 that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

**6. 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 that covers transactions made over Fedwire. If you are a party to an 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 may be governed by Chapter 4A of the Texas Business & Commerce Code.

(b) **Notification.** Under the 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 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 a 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 may 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 has a duty to determine whether the number given matches the intended beneficiary or the named financial institution. If we receive a payment order for you that does not specify an Account, you agree that we may deposit the payment into any Account of yours, including a Multiple Party Account.

(e) **Our Liability; Interest Payable.** We may be responsible for your actual losses or expenses, to the extent recoverable under Chapter 4A or other applicable law, if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. We are not responsible for the acts or omissions of third parties through whom payment orders are sent, even if those parties have acted as our agent. We are not responsible for detecting errors in any wire transfer or other payment order provided to us. In no event will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind arising out of a wire transfer transaction, even if we have been advised or should have known of the possibility of such damages. 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 promptly and advise us of the relevant facts within the time period set forth below in the Account Statements section. 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. You agree to indemnify and hold us harmless from any cost, liability, expense (including reasonable attorney's fees) arising out of any claim by a third party alleging that any payment order of yours contravenes or compromises the rights, title, or interest of any third party or contravenes any law, rule, regulation, ordinance, court order, or other mandate or prohibition with the force and effect of law ("Claim"), unless the Claim arises out of our failure to exercise ordinary care, failure to act in good faith, or failure to act in accordance with your instructions given pursuant to this Agreement.

(f) **Security Procedures.** We reserve the right to refuse to accept any wire transfer or other payment order. 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, valid driver's license, or other photo identification document. You agree that these procedures are commercially reasonable in view of your particular circumstances and the type and frequency of payment orders contemplated by you. If you do not agree to our security procedures, you must notify us in writing. In such event, we shall have no obligation to accept any payment order from you or any other authorized Parties to the Account until you and the Credit Union agree, in writing, on an alternate security procedure.

(g) **Cutoff Times.** Wire transfers and other payment orders are accepted between the times listed on our Fee Schedule. Except as otherwise provided in this subsection (g), transfers, payment orders, and communications canceling or amending payment orders received after the posted cutoff time set forth in the Fee Schedule on each weekday we are open that is not a holiday may be treated as having been received on the next banking day and processed accordingly. Wire transfers and other payment orders generally may not be amended or canceled after we have accepted them. If we accept a request to amend or cancel a wire transfer or other payment order after acceptance, we will attempt to affect your request, but we make no guarantee that any such attempt will be successful.

(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. We will promptly notify you of the failure or delay, however, and will complete the transfer as soon as possible.

(i) **General.** Your contractual agreement for wire transfers, ACH, and other payment order transactions may provide for additional terms and conditions. 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 notice or approval by you. If we are required to reimburse the U.S. government for a benefit payment made to your Account by direct deposit, we may deduct all or part of the amount owed from any eligible Account on which you have an ownership interest, subject to applicable law. Any authorization you make 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.

**7. 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 that 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 required to notify you of the expiration of a stop payment order or a renewal of any such order. 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 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 computer systems limitations, items subject to stop payment orders can be intercepted 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 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 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 who has signed the Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is inadvertently paid over a valid stop payment order, due to our failure to exercise ordinary care, we will be liable to you for any loss you suffer as a result of that inadvertent payment. You agree, however, that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do recredit your Account, you agree to take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of certain electronic fund transfers, please refer to the Electronic Fund Transfers Agreement and Disclosures that accompany this Agreement. You may not 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 a Check Card or similar device at an ATM or a point-of-sale terminal.

**8. Credit Union Liability; Indemnity.** 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. In this Agreement, "ordinary care" means observance of banking industry practices that do not vary unreasonably from the general banking practices prevailing in the area we service. Subject to applicable 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, subject to applicable law. Except for our acts and omissions caused by our (a) failure to exercise ordinary care, (b) willful misconduct, or (c) breach of this Agreement, you agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from and against any losses, claims, or expenses, including attorney's fees and costs of litigation, arising out of or related to the services provided under this Agreement, subject to applicable law. You also agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from any and all claims, expenses, losses, and damages arising out of our good faith reliance on any instructions provided by you. We will not be liable for the acts or omissions of a third party not within our control, and we will not be liable for any failure or delay in performance under this Agreement that is related to or caused by circumstances beyond our control.

### **DEPOSIT OF ITEMS**

**1. Handling of Items.** We reserve the right to refuse any item for deposit into your Account. 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. If accepted, items drawn on financial institutions located outside of the United States are handled on a collection basis only. We reserve the right to send any other item on a collection basis only. Just because we have made funds from a deposited check or other item available for withdrawal does not mean that the item is "good," has "cleared," or has been paid by the paying bank. It is possible that a deposited item will be returned unpaid months after we have made the funds available and you have withdrawn the funds. You are responsible for all items returned on your Account, and you acknowledge that no one, including our employees, can guarantee that a

check or other item you deposit will not be returned. 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 items are 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 items or orders are actually received by our personnel. We have the right to indorse 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 that 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 or incur an expense in connection with any of your Accounts, that fee or expense may be charged to your Account.

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 provide for examination of items. You acknowledge and agree that reasonable commercial standards do not require us to sight-review every check presented and that any failure to sight-review shall not constitute a lack of ordinary care in the payment of any item.

**2. Indorsement 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 indorsement. 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 indorsers must make your indorsement within this prescribed area. If any indorsement or other writing that you or any other indorser makes causes any error or delay in the processing of the item, you agree that you will be liable for any loss that 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 that may arise because of our acceptance of the item. In any event, in 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, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction.

## **GENERAL PROVISIONS**

**1. Electronic Signatures and Records.** You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts that 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. By using a computer, mobile device, signature pad, or other electronic device in connection with authorizing and completing transactions with us, you agree to the use of electronic signatures and any such signature of yours will be deemed your handwritten signature for all purposes. 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.

**2. Account Security.** You agree to exercise precautions to safeguard your identity, your Accounts, and your Account information, including maintaining up-to-date anti-virus and malware protection on all computer devices used to

access your Accounts. You agree never to give your personal information or Account information to anyone you do not know or 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 contact you and ask you to give us your personal information or Account information, such as user names, personal identification numbers, and Account numbers. You agree not to disclose your personal information and Account information to unknown persons through these communication channels 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 receive an email, text, or other communication that appears to have been sent by the Credit Union and asks for your personal or Account information, do not respond to the message and notify us immediately. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not be responsible unless required by law.

**3. Taxpayer Identification Number and Backup Withholding.** The Internal Revenue Service (IRS) requires most recipients of dividend, interest, and 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 generally must withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (i) 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, (ii) you provide us with an incorrect taxpayer identification number, the Credit Union is required to withhold payment, in part, of dividends owing to you in amounts determined by the IRS and to pay the dividends withheld to the IRS.

**4. Inactive and Abandoned Accounts.** An Account is considered 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. We may charge a fee as set forth in the Fee Schedule if there has been no activity on your Account by you for more than 12 months. If the subject Account does not have sufficient funds available, you authorize us to transfer funds from any eligible Account(s) of yours to pay inactivity fees. A Checking, Savings, or matured Share Certificate Account is presumed abandoned if it has been inactive for at least three years from the date of your last transaction on the Account or your last correspondence with us, and (ii) we are unable to locate you. If an Account is presumed abandoned, we will attempt to provide notice to you. You may designate in advance a representative for purposes of receiving such notice. If, after notice, you do not claim the property or you or your representative has not communicated with us in a timely manner, we are required to report the abandonment and pay the Account funds to the State of Texas.

**5. Account Statements.** You are responsible for promptly examining each Account statement we provide or make available to you. Any objection that you may have with respect to any unauthorized withdrawal, payment order (including a wire transfer), or any item or deposit shown on a statement, except for electronic fund transfers and claims related to substitute checks, will be waived unless made in writing to us, and received on or before the 35th day following the date the statement is mailed or is otherwise made available, subject to applicable law. If you have an issue relating to a substitute check, you must notify us in writing within 60 days of the date we mailed or delivered the substitute check in question or the Account statement showing the substitute check posted to your Account, whichever is later. If you are unable to make a timely claim relating to a substitute check because of extraordinary circumstances, we will extend the time period. You agree that we will not be liable for any unauthorized withdrawal, any payment order, any forged, unauthorized, or altered item drawn on or deposited to your Account, any item with missing signatures or indorsements, any missing or diverted deposit, or any other error or discrepancy if you fail to notify us within that 35-day period (60 days for substitute checks), nor will we be liable for any forged, unauthorized, or altered item if the forgery or alteration is not readily ascertainable upon inspection. We also will not be liable for subsequent unauthorized withdrawals by the same wrongdoer if you fail to notify us of the first unauthorized withdrawal within the 35-day period, even if the subsequent unauthorized withdrawals are reported promptly. 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. For consumer Accounts, please refer to your Electronic Fund Transfers Agreement and Disclosures to determine your notification obligations in the event of an unauthorized

electronic fund transfer or other error in connection with such a transfer. Some errors related to consumer international payment orders (referred to as “remittance transfers”) may be subject to different notification obligations as disclosed at the time remittance transfer services are provided.

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, subject to any fee disclosed in the 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. You will receive an Account statement at least quarterly for your Savings Accounts. We are only required to provide the Account statement, notices, and other communications to the Primary Member on the Account who is responsible for providing Account statement and all other notices and communications to all other Account Parties. Notice to one of you shall be considered notice to all. You acknowledge that any person your Account statement is provided or made available to may have access to Account information for all of your Accounts, even if the person is not authorized on the Account, and we are not responsible for such access. Unless we have agreed otherwise, we will mail or deliver your Account statement to the most recent address or other agreed location we have for you in our records. You agree to notify us promptly if you move, change your address, or if any other contact information such as your name, telephone number, or e-mail address is changed. You agree that we may change your address of record if we receive an address change notice from the U.S. Postal Service or if a third party in the business of providing correct address information notifies us that your address of record is inconsistent with the address the third party has for you. It is your responsibility to ensure 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 fail 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 each month or calendar quarter that you regularly receive your statement. You agree to notify us immediately, and in any event within 10 days of that time, if you fail to receive your statement.

**6. Illegal Transactions.** You agree to comply with applicable law in maintaining your Accounts with us, including without limitation United States economic sanctions laws and regulations issued by the United States Department of Treasury, Office of Financial Assets Control, and Presidential Executive Orders. 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. If you engage in illegal transactions or unlawful activity, we also may impose restrictions on your Account, including restricting your access to Account services, or we may close your Account. 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.

If you open a business Account with us, 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 of the business, and the authorized signers’ background, including any current or previous financial institution and payment processor references. You also agree to notify us immediately if at any time your business or organization changes in any way that causes any prior certification to be inaccurate. If you certify to us that you have legal authority to engage in an Internet gambling business, you acknowledge and agree that we may refuse to open the Account or choose to close an existing Account in our sole and absolute discretion.

**7. Legal Process.** You authorize the Credit Union to recognize and honor legal process issued against you from any jurisdiction or state. You agree that we may debit your Account for charges and costs, including attorney’s fees, in connection with document review, 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 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.** Federal law grants us a lien and a right of setoff on all funds in any Account that you have with us if you are in default or otherwise fail to satisfy a financial obligation with us. We may exercise these rights without further notice to you. This lien and right of setoff applies to all Accounts that you have with us, to the extent permitted by law, including Accounts that you hold jointly with another person.

**9. Contractual Lien.** In addition to any statutory lien we have as a matter of law, you grant us a contractual lien on any and all deposits, shares, and dividends 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 that 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 or other applicable law. 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 or other applicable law. 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 Party 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, that we may incur in defending or enforcing our right to exercise our lien against the indebtedness of any one or more Parties, 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 that may exist results in there being insufficient funds in the Account to honor such items. If we cash a check for you over the counter and at your request 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, and any applicable fee in accordance with our Fee Schedule. 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 that 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, deposits, and dividends 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. Withdrawal Restrictions; Dispute Resolution.** If (i) we suspect that fraudulent misconduct is or has taken place with respect to any Account, (ii) we are uncertain about transactions taking place on your Account and we are unable to contact you, (iii) we are notified that a Party to an Account has died or is incompetent to manage his or her affairs, (iv) 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, (v) there are competing claims to funds on deposit, or (vi) we are in doubt concerning the respective interests of any Parties to an Account or other persons claiming an interest in the Account, we may restrict withdrawals and other Account transactions 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, by a written settlement agreement entered into by one or more Parties to the Account and any third party making claim to funds in any such Account, or by speaking to you. 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 eligible Account in which you have an interest. You agree, further, that the Credit Union may impose withdrawal or other transaction limitations on any of your Accounts at any time, including restricting your ability to access your Accounts electronically or otherwise, if you are delinquent under any obligation you owe to the Credit Union.

**11. Notices.** Unless otherwise provided in any of our agreements or disclosures we have provided to you, any notice you provide to us must be in writing and will not be effective until we have actually received it and have had a reasonable opportunity to act on it. Unless we specify otherwise in any notice we provide to you, notices from us will be effective when mailed or otherwise delivered or made available to you.

**12. Power of Attorney.** You agree that we may decline to recognize and accept any power of attorney where permitted by applicable law. Further, even if we accept a power of attorney for an Owner's file or for a particular transaction, that does not mean that we will accept it for a future transaction. We reserve the right to refuse a power of attorney at

any time and for any transaction where permitted by applicable law, even if the requested transaction is expressly within the scope of the agent's powers.

**13. Suspension or Termination of Services.** In the event that any Credit Union member or any other Party becomes delinquent on any obligation to the Credit Union, causes us a loss to the Credit Union, or makes known his or her intention to cause us a loss to the Credit Union, whether by loan default, Account overdraft, or otherwise, or in the event that any Credit Union member or other Party has been abusive in the conduct of his or her affairs with the Credit Union, it is our policy to restrict or withdraw member services otherwise extended to the Primary Member and/or other Party, including but not limited to, the right to maintain Accounts (except for a primary Share Account), and the availability of electronic fund transfer services, including without limitation, pre-authorized transfers, telephone, computer, and mobile access services, and Check Card services. Any electronic access restrictions we may impose under these circumstances may apply to all of your Accounts. Under certain circumstances, some services may be reinstated if any loss caused to the Credit Union is subsequently cured.

**14. Bylaw Requirements.** It is our policy that your Credit Union membership is subject to termination if you fail to complete payment of one share within 3 months of admission to membership, or within 3 months from the increase in the par value of shares, or if your share balance is reduced below the par value of one share and you do not increase the balance to at least the par value of one share within 3 months of the reduction. Unless expelled from membership, members have a right to maintain a primary Share Account and vote in annual and special meetings. Under certain circumstances, membership may be reinstated upon your request if any loss to the Credit Union is subsequently cured.

**15. Closing the Account.** Any Account Owner may close an Account at any time. We reserve the right to require the written consent of any or all Account Owners to close a Joint or Multiple Party Account. 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. If we pay any item or payment order after your Account is closed, you agree to reimburse us. 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 (i) any of the events set forth in the preceding Sections 10 or 13 should arise, (ii) 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, (iii) we determine that any Party to the Account or any other party 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, (iv) our attempts to verify a Party's identity have failed, (v) you do not cooperate with our reasonable requests in connection with maintenance of your Account, or (vi) there has been a change in Account ownership or a change with regard to the persons authorized to sign on the Account.

**16. 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 had 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 Party, once we are notified of an Account Owner'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 10 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 Agreement will be binding upon the heirs or legal representatives of any deceased Account Owner or any Account Owner adjudicated incompetent. On the death of an Account Owner, we may choose in our discretion whether to continue paying dividends on the Account. If any surviving Joint Owner is a member of the Credit Union, we may require that the Account be closed and the funds transferred to the surviving Joint Owner's Account.

**17. 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, regardless of whether we elect to bring suit for those purposes, and you authorize the Credit Union to deduct any such costs or expenses from your eligible Accounts without prior notice to you.

**18. Amendment.** We may add to, change, or delete any of the terms of this Agreement, the Truth-In-Savings

Las Colinas Federal Credit Union  
Membership Agreement

Disclosures and Rate and Fee Schedules, and any notice, agreement, policy, or procedure made a part of this Agreement from time to time in our sole discretion, subject to such notification as required by applicable law.

**19. Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, illegal, or void as against public policy, by a court, administrative agency, or any other authority of competent jurisdiction, that provision will not affect the validity, enforceability, or legality of any other provision.

**20. Reopened Accounts.** Should your Account be closed at any time or number of 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.

**21. 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, policies, and procedures, and to the extent not pre-empted by federal law, the laws of the State of Texas, without regard to its conflict of laws provisions. Subject to applicable law, you acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in Dallas County, Texas.

**22. Credit Reports.** You agree and authorize us to obtain and verify your credit and employment history, and to request and use credit reports when considering any application to open an Account or 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: Member Solutions  
P.O. 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.

**23. Direct Disputes of Information Appearing in Credit Reports.** You may dispute directly to us any information contained in a credit report that pertains to an account or other relationship we have or have had with you. We will investigate such disputes if you notify us in writing at any address for us that appears in the credit report or at the following address:

**Las Colinas Federal Credit Union  
Attn: Member Solutions  
P.O. Box 630347  
Irving, TX 75063**

In your letter, you must include sufficient information for us to identify the account or other relationship in dispute, and you must identify the specific information you are disputing and explain your basis for the dispute. You also must provide all supporting documentation or other information we may reasonably require to substantiate your dispute. If you do not comply with these requirements, we may decline to investigate your dispute.

**24. Assignment.** You may not assign your Account or this Agreement, or any of your rights under this Agreement, without our express written consent, which we may withhold in our sole and absolute discretion.

**25. Headings.** The titles and headings of the various sections of this Agreement are for the sole convenience of the Parties to this Agreement and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

**26. No Waiver of Rights.** We do not waive any of our rights or remedies under this Agreement unless we agree to any such waiver in a writing signed by us. If we delay or omit to enforce any of our rights or remedies under this Agreement, such delay or omission shall not operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not prevent us from enforcing our rights and remedies on future occasions.

**27. Confidentiality.** Protecting your privacy and the security of your personal information is very important to us. Our privacy and security practices are explained in our Privacy Policy. We will only disclose your personal information to nonaffiliated third parties (i) as necessary to carry out or complete transactions you have requested, including verifying the existence of sufficient funds, (ii) on your written instructions, and (iii) as otherwise permitted or required by law, such as in connection with court orders or subpoenas.

**28. Cooperation in the Investigation of Claims of Unauthorized Activity.** If you submit a claim of unauthorized activity relating to your Account, you agree, on our request, to (a) adequately describe your claim in writing in a signed affidavit, declaration under penalty of perjury, or any related form that we provide, (b) file a police report, and (c) cooperate with us in all respects in the investigation of your claim, including promptly completing and returning to us any documentation that we may require. If you fail to fully cooperate with us in the investigation of your claim, we may terminate our investigation and revoke any provisional credit we have provided to you.

**29. Communications.** In order to ensure quality member service, you consent to the monitoring and recording of telephone conversations and other communications between you and us. Additionally, if you provide a telephone number or email address in connection with any account or service you have with us, you represent and warrant that you are the subscriber, customary user, or owner of any such telephone number or email address. If you provide your contact information, you authorize us and/or our service providers to contact you to service your accounts and provide general information, even if any telephone number you have provided may be on a state or federal do-not-call registry or similar list. If you provide us with your telephone number and/or email address, you authorize us to contact you through those channels, including text messages. Message and data rates may apply. Some of our systems may use an automated dialer or prerecorded voice to deliver messages. If you provide your email address, you agree that we may send email messages concerning member benefits available to you. You must notify us promptly if any telephone number or email address you have provided changes or if you transfer your telephone number to another person or release it to your phone company, and you agree to hold us harmless for any failure to do so.

**30. Text Message Disclosure.** By providing your cell phone number, you have provided us with consent to send you text messages in conjunction with the services you have requested. Your cellular provider's Message & Data Rates may apply to our confirmation message and all subsequent messages.

You understand the text messages we send may be seen by anyone with access to your phone. Accordingly, you should take steps to safeguard your phone and your text messages if you want them to remain private.

Please notify us immediately if you change mobile numbers or plan to provide your phone to another person.

If we modify this Text Message Policy, we will notify you by sending you a text message with a link to the new policy. We may terminate our text message program at any time.

If you have any questions about this policy, would like us to mail you a paper copy of this policy or are having problems receiving or stopping our text messages, please contact us using the following information:

Las Colinas FCU  
555 Cimarron Trail  
Irving, TX 75077  
(800) 851-5132  
Memberserv@lascolinasfcu.com

You agree and consent to be contacted by LCFCU, our agents, employees, attorneys, affiliates, subsequent creditors, loan servicing companies, and third-party collectors through the use of email, and/or telephone calls and/or SMS text messages to your cellular, home or work phone numbers, as well as any other phone number you have provided in

Las Colinas Federal Credit Union  
Membership Agreement

conjunction with this account, including the use of automatic telephone dialing systems, auto-dialers, or an artificial or prerecorded voice.

**Opt-out or STOP**

This policy applies to the text messages sent by Las Colinas FCU to our members while and after they use our product. If you wish to stop receiving text messages from us, reply to any text message we have sent you and, in your reply, simply type STOP. Your stop request will become effective one (1) business day. You may also stop text messages by calling us or emailing us, using the following information:

Please note, opting out of marketing text messages does not prevent the Credit Union from sending text messages for collection related purposes.

**Las Colinas FCU  
555 Cimarron Trail  
Irving, TX 75077  
(800) 851-5132  
Memberserv@lascolinasfcu.com**

In general, the messages we send provide you with information about your account. Some of the text message we send may include links to websites. To access these websites, you will need a web browser and Internet access.

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

**Telephone Number for Notification of Unauthorized Use:  
214-273-5094 or 800-851-5132 (during business hours)**

**To Report Lost or Stolen Visa® Check Card:  
866-809-2677 (24 hours)**

### **AGREEMENT**

**1. General.** The terms, conditions, and disclosures appearing below generally apply to all of our Electronic Fund Transfer Services (“Services”), unless we reference a specific service in connection with any term, condition, or disclosure. All Services are provided subject to approval. Additional terms, conditions, and disclosures may be furnished at the time you arrange for any of the Services. In this Agreement and Disclosures (“Agreement”), the “Card” refers individually and collectively to the Las Colinas Federal Credit Union (“LCFCU”) Automated Teller Machine (“ATM”) Card and Visa® Check 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 Membership and Account Agreement, the terms and conditions set forth in this Agreement, and any additional terms, conditions or disclosures provided to you when a Service is provided. In the event of any conflict between those agreements, any additional terms, conditions, or disclosures shall prevail, followed by the terms of this Agreement, and then the terms of the Membership and Account Agreement, unless one of those agreements specifically provides for a different priority. Capitalized terms used in this Agreement, but not defined herein, shall have the same meaning as in the Membership and Account Agreement.

**2. Overdrafts.** You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient available funds in your Account. In this Agreement, the term “available funds” means funds that are not subject to any holds and are immediately available for withdrawal and payment of presented transactions. If your Account has sufficient available 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 we may choose in our sole discretion, including honoring first any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient available funds thereafter. You also agree that, at our option, we may post all Card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made. You agree that use of the Card and Personal Identification Number, LCFCU User ID and Password, or any other similar means of electronic Account access (individually and collectively referred to in this Agreement as a “PIN”) shall be subject to the Overdraft and Overdraft Protection provisions set forth in the Membership and Account Agreement, our overdraft policies and procedures, and any other overdraft protection agreements you may have with us.

**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 a PIN.

**4. Card and PIN Security.** You agree to safeguard your Card and PIN, refrain from disclosing your PIN to any third party, and refrain from writing your PIN on your Card. You agree that the use of the Card or a PIN by (i) you, (ii) any other applicant, (iii) any Joint Owner or other authorized user on any of your Accounts, (iv) anyone you permit or authorize to use your Card or PIN, and (v) 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 understand and agree that anyone authorized to use your PIN for the Telephone Teller Service, Online Banking and Bill Pay, and Mobile App Services may have full access to your Account and loan information available through those Services, including Accounts in which the user may not have any ownership interest, and we are not responsible for access by such users. You are responsible

Las Colinas Federal Credit Union  
Membership Agreement

for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft.

**5. Surrender, Termination, 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 restrict or terminate any one or more electronic fund transfer Services or cancel this Agreement at any time, subject to such notification as required by applicable law. You may terminate this Agreement or a Service at any time by notifying us in writing, but you remain liable for all transactions you have made or authorized both before and after any termination. We are not required to notify any other Account Owners or authorized users of any changes to or termination of any Service made by an Account Owner that affects the other Account Owners or authorized users. The Party making changes is responsible for notifying the other Account Parties in such event. We may add to, change, or delete any terms of this Agreement from time to time, subject to such notification as required by applicable law.

**6. Denial of Services.** The use of the Services is a privilege of Credit Union membership and not a right. In the event that you become delinquent on an obligation to us, cause us a loss, or make known your intention to cause us a loss, whether by way of loan default, Account overdraft, or otherwise, or in the event that you or any person authorized by you has been abusive in the conduct of his or her affairs with the Credit Union, it is our policy to restrict or terminate certain Services extended to you, including without limitation, telephone, online, and mobile access services and ATM and Visa Check Card Services, and you agree that we may do so. Any electronic access restrictions we may impose under these circumstances may apply to all of your Accounts. Under certain circumstances, Services may be reinstated if any delinquency, loss, or other adverse matter is subsequently cured.

**7. Visa Check Card Preauthorization Holds.** When you use your Visa Check Card at certain merchants such as self-service gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization amount to cover the transaction. The preauthorization amount may be greater than the actual purchase amount. We will place a hold on your Checking Account for the amount of the preauthorization request. This hold may remain on your Account for up to three business days, not including weekend days and banking holidays, even after the transaction has been paid. Preauthorization holds may affect the availability of Account funds used to pay checks you have written, Visa Check Card transactions, and other withdrawal orders on your Account. You acknowledge and agree that we may place merchant preauthorization holds on your Account in connection with your Visa Check Card use, and we are not responsible for any costs or fees you may incur for dishonor of items or otherwise because of such holds.

**8. ATM/Debit Card Use Restrictions.** For your security, use of ATM and Visa Check Cards is generally restricted to the United States of America. If you will be travelling outside of the United States, please notify us in advance at 214-273-5094 or 800-851-5132 to temporarily remove the restrictions on your Card. We reserve the right to block ATM and Visa Check Card transactions in certain countries and states without prior notice. When travelling, you should always carry alternate forms of payment.

## **DISCLOSURES**

**Notice to Business and Organization Account Holders:** The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfer Act and Consumer Financial Protection Bureau Regulation E. The Act and Regulation do not apply to non-consumer Accounts. If you are a business or organization Account holder, the disclosures appearing below relating to your liability for unauthorized transfers (except for the zero liability rules for unauthorized use of the Visa Check Card), credit union liability, and billing errors do not apply to your business or organization Accounts. The remainder of the disclosures below 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. TELEPHONE NUMBER AND ADDRESS FOR NOTIFICATION OF UNAUTHORIZED TRANSFERS.** If you believe your Card or PIN or any other means of accessing your Accounts has been lost or stolen or if someone has transferred or may transfer money from your Account without your permission, call:

214-273-5094 or 800-851-5132  
(during business hours)

Or

Las Colinas Federal Credit Union  
Membership Agreement

For Lost or Stolen Visa Check Card  
866-809-2677 (24 hours)

or write to:

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. Telephoning us as soon as possible is the best way to keep your possible losses down.

- 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 Signature-Based Point-of-Sale Transactions and U.S. ATM Transactions Sent Over the Visa and Plus ATM Networks with Your Visa Check Card.** If you believe your Card or PIN has been lost or stolen, you will not be liable once you notify us that someone has or may use your Card or PIN without your permission. The foregoing liability limitation does not apply if you are 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 transactions. Business and organization Account holders must notify us within 60 calendar days of the mailing date of the first statement showing the unauthorized Visa transactions to receive zero liability protection. For business and organization Accounts, unauthorized transactions do not include transactions allegedly conducted by (i) a business co-owner, (ii) the cardholder or any person authorized by the cardholder, or (iii) any other person with an interest in or authority to transact business on the Account.

**(b) For All Other Transactions.** If you tell us within two business days, 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**

**(a) Visa Check Card.** The Visa Check Card is available to members who have a Checking Account with us and is subject to approval. You may use your Visa Check Card and PIN to:

- Withdraw cash from your Checking and Savings Accounts at ATMs and participating financial institutions that accept the Card.

Las Colinas Federal Credit Union  
Membership Agreement

- Pay for purchases from your Checking Account at places that accept the Card and withdraw cash, if the merchant permits.

*Some of these services may not be available for all Accounts or at all terminals. See Section 4 of these Disclosures for Transfer Limitations.*

(b) **Money Talk\$ Telephone Teller.** You may call 972-580-0188 or 800-611-5393 24 hours-a-day and use your Account number and PIN to:

- Transfer funds between your Checking, Money Market and Savings Accounts.
- Request balance and Account history information for your Checking, Money Market, and Savings Accounts.
- Make payments on your Credit Union loans from your Checking, Money Market, and Savings Accounts.
- Withdraw funds from your Checking, Money Market, and Savings Accounts in the form of a check made payable to the Primary Member only.

*Some of these services may not be available for all Accounts. See Section 4 of these Disclosures for Transfer Limitations.*

(c) **Online Banking & Bill Pay and Mobile Banking.** You may use your User ID and Password 24 hours a day to:

- Transfer funds between your Checking, Money Market, and Savings Accounts.
- Request balance and Account history information for your Checking, Money Market, and Savings Accounts.
- Arrange for electronic bill payments to third parties from your Checking Account. Your contractual arrangement for the Bill Pay Service provides for additional terms, conditions, disclosures and limitations.
- Make payments on your Credit Union loans from your Checking, Money Market, and Savings Accounts.
- Make person-to-person payments using a person's email address or mobile phone number (Mobile Banking Service only) from your Checking Accounts. Your contractual arrangement for the Popmoney<sup>®</sup> Service provides for additional terms, conditions, disclosures, and limitations.
- Perform other transactions as permitted by the Service.

*Some of these services may not be available for all Accounts. See Section 4 of these Disclosures for Transfer Limitations. We may adjust transaction limits, subject to notification as required by applicable law. A monthly fee as set forth in the Fee Schedule may apply for the Bill Pay Service if you enroll in the Service and do not use it.*

(d) **Preauthorized Transfers.** Depending on our arrangement with you, you may make certain preauthorized transfers to or from your Checking, Money Market, and Savings Accounts including:

- Direct deposit of your payroll or other recurring types of deposits.
- Preauthorized payment of certain types of recurring payments.

*Some of these services may not be available for all Accounts. See Section 4 of these Disclosures for Transfer Limitations.*

- (e) **Electronic Check Conversion.** If you pay for something by check and the merchant or payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for the purchase or to pay a bill. You may also authorize a merchant or payee to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

#### 4. LIMITS ON TRANSFERS

(a) **Transfer Limits for Savings and Money Market Accounts.**

Federal regulations require that, during each statement period, you may not make more than six withdrawals and transfers, or a combination of such withdrawals and transfers, from any of your Savings or Money Market Accounts to another Account of yours (other than for the purpose of making a Credit Union loan payment) or to a third party by means of a preauthorized or automatic transfer (including automatic overdraft protection transfers and transfers using the Telephone Teller, Online Banking, and Mobile Banking Services). **If excessive preauthorized or automatic transfers and withdrawals activity continues to occur on your Savings or Money Market Accounts, we may impose transfer and withdrawal restrictions on those Accounts, and the Accounts will be subject to closure or denial of Services.** ATM withdrawals, in-person withdrawals, and withdrawals by mail **do not count** toward federal transfer limits. You authorize us to charge any Account of yours without notice for any fees owing to us. **Please contact us if you need help understanding the Regulation D transfer limits and how to avoid fees on your Savings and Money Market Accounts.**

(b) **Visa Check Card Transfer Limits.**

- For the Visa Check Card, there is an overall transaction limit of 20 transactions per 24-hour period from 9 p.m. to 9 p.m. Central Time each day.
- For ATM transactions, you may perform up to three ATM withdrawal transactions, with a daily withdrawal limit of \$1,000 per 24-hour period from 9 p.m. to 9 p.m. Central Time each day.
- For point-of-sale transactions, you may withdraw up to \$3,500 each day.
- Card use is generally limited to the United States. See Paragraph 8 of the Agreement section above regarding use of the Card outside the United States.

5. **CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS.** Charges imposed in connection with the Services are disclosed in the Fee Schedule accompanying these disclosures and/or in any additional terms, conditions, and disclosures provided to you when you request and are approved for a Service. You authorize us to charge any Account of yours for fees assessed in connection with the Services.

6. **NON-PROPRIETARY AND OUT-OF-NETWORK ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### 7. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.

- (a) **Terminal Transfers.** You can get a receipt at the time you make any transfer of more than \$15 to or from your Account using an ATM or point-of-sale terminal.

Las Colinas Federal Credit Union  
Membership Agreement

- (b) **Preauthorized Transfers.** If you have arranged to have direct deposits made to your Account at least once every 60 days, either the person or company making the payment will tell you every time they send us the money, or you can call us at the number listed below to find out if the deposit has been made.
- (c) **Periodic Statements.** You will receive a monthly Account statement on any Account having an electronic fund transfer. In any case, you will receive an Account statement at least quarterly.

**8. BUSINESS DAYS.** Our business days are Monday through Friday except for federal holidays.

**9. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your Account or the transfers you make:

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with government agency or court orders, or
- (d) If you give us your written permission.

**10. PREAUTHORIZED PAYMENTS.**

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

Call us or write us at the telephone number or address disclosed above in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There will be a charge for each stop payment order you give. Please refer to our Fee Schedule accompanying this Agreement for fees we charge in connection with stop payment orders.

- (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 may be liable for your losses or damages proximately caused by our failure.

**11. CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.** The Services may be unavailable from time to time due to system maintenance. 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 may be liable for your losses or damages proximately caused by our failure. 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 terminal or system where you are making the transfer does not have enough cash.
- If the ATM or other system was not working properly and you knew about the breakdown when you started the transfer.

Las Colinas Federal Credit Union  
Membership Agreement

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
- If you have closed the Account from which you have preauthorized electronic fund transfers to occur.
- There may be other exceptions stated in our agreements with you.

**12. 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 Check Card point-of-sale (non-ATM) transactions on the Visa network, 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 ten 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.

**13. ILLEGAL TRANSACTIONS.** You agree that you will not cause or allow the Card or your PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may decline 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 also waive any right to take legal action against the Credit Union for your illegal use of the Card, and you agree to indemnify and hold the Credit Union and Visa International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**14. INTERNATIONAL TRANSACTIONS.** If you effect an international transaction with your Visa Check 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

Las Colinas Federal Credit Union  
Membership Agreement

markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the rate mandated by a government or governing body in effect for the applicable central processing date; and in each instance, we will charge an International Transaction Fee, in U.S. dollars and as set forth in the Fee Schedule, for all international purchase, cash advance, and account credit transactions.

- 15. 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. Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. 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 applies only 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, check, and electronic 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. Generally, all deposits made at shared-branch locations are subject to an automatic 2-day hold unless a longer exception hold is applied. 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 after 8:00 a.m. central time for deposits at an ATM or night deposit facility) 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 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 \$225 of your deposits, however, will be available on the next business 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 \$5,525 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.

Las Colinas Federal Credit Union  
Membership Agreement

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 \$5,525 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 \$5,525 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 \$5,525 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.

<b>FACTS</b>		<b>WHAT DOES LAS COLINAS FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	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.		
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ account balances and payment history</li> <li>▪ transaction or loss history and credit history</li> </ul> <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>		
<b>How?</b>	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.		
	<b>Reasons we can share your personal information</b>	<b>Does Las Colinas Federal Credit Union share?</b>	<b>Can you limit this sharing?</b>
	<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
	<b>For our marketing purposes</b> —to offer our products and services to you	Yes	No
	<b>For joint marketing with other financial companies</b>	Yes	No
	<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	No	We don't share
	<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	No	We don't share
	<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call (214) 273-5094 or (800) 851-5132		

Las Colinas Federal Credit Union  
 Membership Agreement

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.
How does Las Colinas Federal Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or deposit money</li> <li>▪ pay your bills or apply for a loan</li> <li>▪ use your credit card or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Las Colinas Federal Credit Union has no affiliates</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>We disclose to nonaffiliated companies only for our everyday business purposes, such as to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus or as permitted by law.</i></li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include insurance and brokerage companies</i></li> </ul>