

# Account Information & Disclosures



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# TERMS AND CONDITIONS OF YOUR ACCOUNT

**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, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned

to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

## **WITHDRAWALS**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

## **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our NSF Proof Privilege and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and

payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, a token, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where

this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process items in the order they are received on the day they are processed.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

#### **UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION**

**FORM NOTICE** - 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. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

#### **SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH)**

**DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

#### **SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH)**

**DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

**CONVENIENCE ACCOUNT** - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after



that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may amend or delete any term of our bylaws or this agreement. We may also add new terms to our bylaws or to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason (including if your membership in the credit union terminates). For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method. Only a joint tenant that is a member can close an account.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between

you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items.

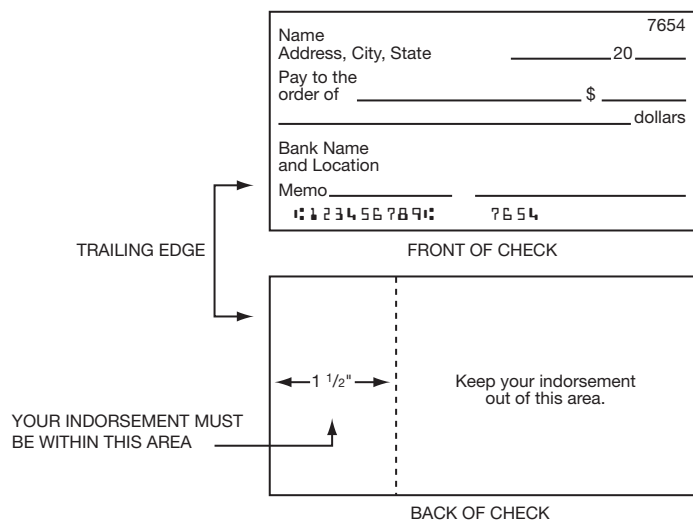
This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this

section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

#### ACCOUNT SECURITY

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial

Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

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## NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.**

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## ARBITRATION AGREEMENT

### PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY

You understand and agree that for Claims arising out of or relating to the Transactions described below,

- You are giving up your right to go to court;
- You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;
- You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.

#### Definitions

**Arbitration Agreement** refers to this contract mandating Arbitration of Claims arising from or relating to the Transactions described below.

**Arbitration** refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in a court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an Arbitration award, but a court's review of an Arbitration award is limited.

**Claim** refers to any and all claims, disputes, or controversies based on contract, tort, statute, or otherwise between you and us about our respective rights, duties, obligations and liabilities arising out of or relating to the Transactions described below.

**Claim** also refers to questions about if something is a Claim, how to conduct the Arbitration, and the interpretation of this Arbitration Agreement.

**Class Action** refers to a lawsuit involving a large group of people with similar claims against the same persons or companies.

**Class Arbitration** refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.

**You** and **your** refer to each and all of the Consumers identified above.

**We** or **us** refer to the Financial Institution identified above, its employees, agents, successors, and assigns.

**Transactions** refers to all your transaction, savings or time accounts (such as your checking accounts, savings accounts, or certificates of deposit) with us, all actions taken with regard to such accounts, and all related documents, agreements and services, including, but not limited to:

- Account or member applications.
- Signature cards, account agreements, and terms and conditions.
- Deposits, withdrawals, transfers between accounts, electronic funds transfers, wire transfers, bill payments, overdraft lines of credit, and bounce protection, courtesy pay, or similar services.
- Check or draft payments, presentment, collection, honor, dishonor, return, and processing.
- Remotely created checks, check or draft certification, and cashier's checks or drafts.
- Funds availability and holds funds.
- Fees, set-offs, and stop payment orders.
- Disclosures, notices, and periodic statements.
- Authorizations, unauthorized instruments, forgeries, alterations, and errors.
- IRA agreements or other agreements related to tax-advantaged accounts.
- Night Depositories.

#### Agreement To Arbitrate

At your or our election, any Claims between you and us that arise out of or relate to the Transactions are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration.

#### Waiver of Class Action and Class Arbitration

If you or we choose to arbitrate a Claim, you and we agree that no trial by jury or by judge and no other judicial proceeding, including Class Action proceedings, will take place. You and we also agree that Claims are to be heard and decided by one arbitrator only, only on an individual basis, and not as Class Arbitration.

#### Arbitration Providers and Their Rules

For the Arbitration, you or we may choose the following arbitration provider with its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), or you or we may choose any other arbitration provider the parties agree upon. If the parties cannot agree on an arbitration provider, a substitute provider shall be selected by the applicable court of law. You can get a copy of the rules of this or any other arbitration providers by contacting them or by visiting their respective websites.

#### Place of Arbitration and Costs

The Arbitration hearing must be carried out in the federal judicial district where you live, unless you and we agree otherwise. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.

#### Arbitrator's Authority

The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and any other relief allowed by applicable law. The Arbitration award is final and binding on all parties, except that



the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.

#### Preservation of Remedies

You or we can do the following without giving up the right to require Arbitration:

- Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration.
- Seek judicial provisional remedies.
- Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account.
- Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.

#### Governing Law

The Federal Arbitration Act (9 U.S.C. § 1 *et. seq.*) governs this Arbitration Agreement, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.

#### General Terms

This Arbitration Agreement

- Relates to Transactions involving interstate commerce.
- Is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration, and it may be changed only by a signed written agreement between you and us.

If any part of this Arbitration Agreement is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration Agreement is unenforceable.

The paragraph headings are solely for convenience and not for interpreting this Arbitration Agreement; therefore, they have no legal meaning.

#### Waiver of Right To Trial by Judge or by Jury

By signing this Arbitration Agreement, you and we understand and agree that

- You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;
- You and we are obligated by all the Arbitration Agreement terms; and
- You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or we elect to have Claims decided by Arbitration, unless the law says otherwise.

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## MOBILE REMOTE DEPOSIT CAPTURE AGREEMENT

#### Depository Financial Institution Contacts

- To report a security incident: 1-817-835-5000 or 1-800-817-8234
- For technical support or customer service: 1-817-835-5000 or 1-800-817-8234

#### Definitions

- **We, us,** and **our** refer to the Depository Financial Institution.
- **You** and **your** refer to the Depositor.
- **Agreement** refers to this Mobile Remote Deposit Capture Agreement.
- **Account** refers to your checking or share draft account with us which is identified by the Account Number.
- **Qualifying Items** refer to paper checks (including share drafts and remotely created checks) payable in U.S. dollars drawn on financial institutions located in the United States.
- **Mobile Remote Deposit** refers to your deposit of a Qualifying Item to the Account by taking pictures of the Qualifying Item and sending the pictures to us through our mobile banking app, as agreed in the Remote Deposit and Mobile Remote Deposit Requirements section below, rather than by providing us with the paper original.
- **Banking Day** refers to a business day on which we are open to the public for substantially all of our banking functions.
- **Business Day** refers to a calendar day other than Saturday, Sunday or a federal holiday.
- Other terms have the meanings provided in the applicable Uniform Commercial Code.

#### Mobile Remote Deposit Requirements

You have applied for the Mobile Remote Deposit service and understand that you must be approved by us to use the Mobile Remote Deposit service before we will accept any Mobile Remote Deposit transactions. You agree that for each Mobile Remote Deposit you will sign the paper original and write "For mobile remote deposit only at FTWCCU," and then take a clear and accurate picture of both sides of the Qualifying Item and send the pictures to us through our mobile banking app, rather than by providing us with the paper original.

Once you have been approved by us, you can make Mobile Remote Deposits if, but only if, you satisfy all the applicable Mobile Remote Deposit Requirements, Software Requirements, Image Quality Requirements, and other requirements of this Agreement. If any of the applicable requirements for your Mobile Remote Deposit are not met for any deposit, we may reject the deposit. If we reject a deposit because you failed to comply with any of the applicable requirements of this Agreement, you agree that you will be liable for any losses, costs, fees, expenses, and damages related to the rejected deposit(s).

#### Software Requirements

For Mobile Remote Deposits, you will use our mobile banking app. You will keep your mobile device updated with the latest software, including security patches. You also agree not to share your password to our mobile banking app with anyone who is not an owner of the Account or your mobile deposit access will be terminated. Accessing

our mobile banking app with your mobile device may incur fees from your internet or cellular service provider. We are not responsible for any fees your internet or cellular service provider charges, nor are we responsible for any failures to connect to or transmit data to the mobile banking app due to lack of service by your internet or cellular service provider.

#### Image Quality Requirements

The images of Qualifying Items you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations. In addition, the MICR line must be visible and readable on the image.

#### Mobile Remote Deposit Limits

The total number of Qualifying Items that can be transmitted to us under this Agreement is unlimited. The total dollar amount of Qualifying Items that can be transmitted to us under this Agreement is limited to \$10,000.00 per day with a \$25,000.00 rolling 30 day deposit limit.

#### Receipt Deadline

The deadline (Receipt Deadline) for our receipt of Mobile Remote Deposits is 4:00 pm CST on a Banking Day. Any Mobile Remote Deposits not received on a Banking Day or not received in their entirety by the Receipt Deadline on a Banking Day will be considered to have been received on the next Banking Day.

#### Acceptance or Rejection Deadline

The deadline (Acceptance or Rejection Deadline) for our sending you either acceptances for deposit or rejections with respect to Qualifying Items included in your Mobile Remote Deposits is 4:00 pm CST the next Banking Day after we receive the Mobile Remote Deposits. We will send you acceptances for deposit or rejections via our mobile banking app and/or email, and they will be effective when sent whether or not they are received by you. Such acceptances for deposit or rejections will reasonably identify each of the Qualifying Items accepted and each of the Qualifying Items rejected.

#### Retention/Destruction of Original Items

You will retain, preserve and keep secure the paper original of each Qualifying Item included in a Mobile Remote Deposit for the period of 90 days after it is accepted for deposit and will destroy (e.g. shred) it immediately after the expiration of that period. We have the right to inspect the paper original of a Qualifying Item at any time before the expiration of that period. If we choose to inspect the paper original of a Qualifying Item, you will have 15 days to present the paper original of the Qualifying Item to us at one of our branch locations or to mail the paper original of the Qualifying Item to us at P.O. Box 210848, Bedford, TX 76095.

You will destroy the electronic image(s) on your mobile or other devices of each Qualifying Item immediately after it is sent to us.

#### Other Provisions

You agree that you will NOT use Mobile Remote Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you)
- Checks payable to you and another party who is not a joint owner on the account
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks issued by a financial institution in a foreign country
- Checks that are incomplete
- Checks that are "stale dated" (more than six months old) or "post dated"
- Savings Bonds, traveler's checks, money orders, or postal money orders
- Checks previously deposited whether as an original item, substitute check or image replacement document, without FTWCCU's express written consent

#### Terms and Conditions

**Internet Addresses and Other Information.** You and we will provide each other with email addresses, phone numbers, and other information as needed for purposes of this Agreement and will update such information as needed.

**Acceptance Required.** We will credit your Account for a Qualifying Item included in a Mobile Remote Deposit if, but only if, we have received it and it has been accepted for deposit. We can reject an item included in a Mobile Remote Deposit for any reason or for no reason at all.

**Provisional Credit Only.** Any credit to your Account of a Qualifying Item included in a Mobile Remote Deposit (including Qualifying Items drawn "on us") is provisional only until collection is final. Until final settlement, we will act only as your agent, regardless of the form of indorsement or lack of indorsement on a Qualifying Item, even if we have provisionally credited your Account. We can reverse any provisional credit to your Account of a Qualifying Item included in a Mobile Remote Deposit that is lost, stolen, or returned. You will indemnify us and hold us harmless from any loss we may incur as a result of our lawfully reversing a provisional credit to your Account.

**Failures or Alterations in Transmission.** We will not be liable for any failures or alterations in the transmission of Mobile Remote Deposits to us.

**Presentment/Collection.** Presentment and collection of Qualifying Items included in Mobile Remote Deposits will be by any means and through any clearing agents we deem appropriate, and you consent to any applicable clearing house rules.

**Funds Availability.** Funds from Qualifying Items included in Mobile Remote Deposits will be available to you, at such times after their acceptance for deposit under this Agreement, according to our policies as reflected in our then current funds availability disclosure. Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the Mobile Remote Deposit.

**Warranties.** Unless prohibited by law, by making Mobile Remote Deposits you make the following warranties to us and agree to indemnify us and hold us harmless from



any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- That you were entitled to deposit each of the Qualifying Items included in your Mobile Remote Deposits;
- That only paper originals of bona fide Qualified Items have been photographed for Mobile Remote Deposit;
- That each of the Qualifying Items included in your Mobile Remote Deposits was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item;
- That there was and will be no duplication among Qualifying Items included in your Mobile Remote Deposits;
- That you will not deposit or redeposit the original check, substitute check or paper or electronic reproduction of the original or substitute check of the Qualifying Items included in your Mobile Remote Deposits without our informed consent;
- That we will not suffer any loss as a result of your Mobile Remote Deposits;
- That we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your Mobile Remote Deposits;
- That all information you provide to us regarding your Mobile Remote Deposits will be accurate;
- That your Mobile Remote Deposits and all information you provide to us will be virus-free and will not cause any damage to our software, network, or systems;
- That your Mobile Remote Deposits will not violate any laws; and
- That you have performed and will perform all your obligations under this Agreement.

**Returned Items.** If Qualifying Items included in your Mobile Remote Deposits are returned, we will provide you with images or substitute checks of the returned items, rather than the paper originals.

**Statements.** You will comply with the Statements section of the Terms and Conditions of your Account.

**Information and Access.** You will promptly provide us with any information, including financial information, we request that is pertinent in any way to your Mobile Remote Deposits or this Agreement.

**Irreconcilable Conflicts.** This Agreement supersedes your account agreement to the extent of any irreconcilable conflicts.

**Circumstances Beyond Our Control.** We will not be responsible for any failure to act or delay in acting pursuant to this Agreement if the failure or delay is the result of circumstances beyond our control including, but not limited to, legal constraint, interruption of transmission or communication facilities, equipment failure, or war emergency conditions.

**Standard of Care.** Unless otherwise required by law, our standard of care in connection with this Agreement is limited to ordinary care.

**Indemnification.** You agree to indemnify us and any other recipient for any loss incurred by us or any other recipient if the loss resulted from the receipt of a Qualified Item by Mobile Remote Deposit.

**Limitation on Damages.** Unless otherwise required by law, we will not under any circumstances be liable for attorneys' fees; litigation expenses; or consequential, special, incidental, indirect, or punitive damages.

**Duration and Termination.** This Agreement will continue until it is terminated. We can terminate it immediately without notice if you are in default or if we suspect that you are engaged in illegal activity. Either party can terminate this Agreement without cause by giving 30 days advance written notice of termination.

**Changes.** We can change the provisions of this Agreement, other than the above stated right to terminate without cause, by giving you 30 days advance written notice of the changes.

**Waiver.** We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement.

**Assignment.** You are not entitled to assign this Agreement or your rights and obligations under this Agreement without our consent.

**Benefit.** This Agreement is for your benefit and our benefit only, and no other individuals or entities have rights under this Agreement.

**Invalidity.** The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement.

**Governing Law.** This Agreement will be governed by the laws of the state or jurisdiction where the Account is located including the Uniform Commercial Code as adopted by that state or jurisdiction and as varied by this agreement.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the

point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft or share savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft or share savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**ART (Audio Response Teller) Telephone Transfers - types of transfers -** You may access your account by telephone 24 hours a day at (817) 835-5050, Metro (817) 318-4901, or 1-800-817-8235 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from share draft to share savings
- transfer funds from share savings to share draft
- make payments from share draft or share savings to loan accounts with us
- get information about:
  - the account balance of share draft or share savings accounts
  - the last five deposits to share draft or share savings accounts
  - the last five withdrawals from share draft or share savings accounts

**ATM Transfers - types of transfers, dollar limitations, and charges -** You may access your account(s) by ATM using your Mastercard® Debit Card and personal identification number, to:

- make deposits to your account(s)
- get cash withdrawals from your account(s)
  - you may withdraw no more than \$500.00 per day
- transfer funds between your account(s)
- get information about:
  - the account balance of your accounts

Using the Mastercard® Debit Card, there is a charge of \$1.00 for each withdrawal or transfer at ATMs we do not own or operate.

Some of these services may not be available at all terminals.

**Types of Mastercard® Debit Card Point-of-Sale Transactions -** You may access your share draft account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations -** Using your card:

- you may not exceed \$9,999.99 in transactions per day

**Currency Conversion and Cross-Border Transaction Fees.** If you initiate a transaction with your Mastercard® Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Home Banking Computer Transfers - types of transfers -** You may access your account(s) by computer at [www.ftwccu.org](http://www.ftwccu.org) and using your user name and password, to:

- transfer funds from share draft to share savings
- transfer funds from share savings to share draft
- transfer funds from line of credit to share draft
- transfer funds from line of credit to share savings
- make payments from share draft to loan account(s) with us
- make payments from share draft to third parties with Bill Pay
- make payments from share savings to loan account(s) with us

- get information about:
  - the account balance of share draft account(s)
  - the last 6 months deposits to share draft accounts
  - the last 6 months withdrawals from share draft accounts
  - the account balance of share savings account(s)
  - the last 6 months deposits to share savings accounts
  - the last 6 months withdrawals from share savings accounts

**FTWCCU App Transfers - types of transfers and dollar limitations** - You may access your account(s) through your mobile phone by downloading our mobile banking app and using your user identification, password, and multifactor authentication, to:

- transfer funds from share draft to share draft, share savings, loan, or credit card
- transfer funds from share savings to share draft, share savings, loan, or credit card
- transfer funds from line of credit to share draft or share savings
- make payments from share draft to loan account(s) with us
- make payments from share draft to third parties
  - payees must already be set up in Bill Pay
- get information about:
  - the account balance and history of share draft account(s)
  - the account balance and history of share savings account(s)
  - the account balance and history of loan account(s) with us
- deposit checks remotely using the Mobile Remote Deposit service (available with a share draft account only)
  - mobile deposits are limited in amount to \$10,000 per day with a rolling 30 day limit of \$25,000

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

#### FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Please refer to our separate fee schedule for additional information about charges.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network 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).

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (817) 835-5000, 1-800-817-8234, (817) 835-5050, or 1-800-817-8235 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your share draft accounts.

You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

- **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 is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 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.

We will charge you for each stop-payment order as shown in the current fee schedule.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person 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.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code 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 or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, code 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.

• **Additional Limits on Liability for Mastercard®.** You will not be liable for any unauthorized transactions using your Mastercard® if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call 1-800-528-2273 or write us at the address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

FORT WORTH COMMUNITY CREDIT UNION

P.O. BOX 210848

BEDFORD, TEXAS 76095-7848

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: (817) 835-5000 or 1-800-817-8234

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

#### NOTICE OF BASIC SAFETY PRECAUTIONS FOR ATM CARD AND NIGHT DEPOSIT FACILITY USERS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM), night deposit facility or using your ATM card to make purchases on the Internet. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
3. Don't lend your ATM card to anyone.
4. Remember, do not leave your card at the ATM. Do not leave any financial documents at a night deposit facility or lying out unsecured.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone or Internet. If your ATM card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you – and never provide the merchant with the PIN to your ATM card.
6. Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against your ATM and other receipts. If you make a purchase on the Internet, end the transaction by logging out of the website instead of just closing the web browser.
7. Inspect an ATM before you use it. Look for possible tampering, or for the presence of an unauthorized attachment that could capture your PIN or other information from your card. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Protect the security of your PIN. Ensure no one can observe you entering your PIN into the ATM. An example of preventing others from seeing you enter your PIN is by using your body or hand to shield their view.
9. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
10. When you make a transaction, remain aware of your surroundings and exercise caution when withdrawing funds. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, put your card away and leave. You might consider using another ATM or coming back later.
13. Don't display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home, or in another secure area.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.

Our policy is to make funds from your cash, check, and electronic direct 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.

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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the same day.

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

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

**Safeguard exceptions.** 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.

**Mobile deposit holds.** Deposits made through Mobile Deposit may be subject to the same holds.

## 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 same day as 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.

## DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first \$225 of a deposit will be available on the first business day after the day of deposit. Checks drawn on Fort Worth Community Credit Union will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

## TRUTH-IN-SAVINGS DISCLOSURE

### SHARE ACCOUNT SPECIAL SHARE ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the third Tuesday of the third month of the quarter.

#### Minimum balance requirements:

The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

#### Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

#### Par value of a share:

The par value of a share in this account is \$5.00.

### BASIC CHECKING CU SUCCEED TEEN CHECKING ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.



**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

The minimum balance required to open this account is \$25.00.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**CU CHANGE CHECKING ACCOUNT**

**Minimum balance requirements:**

The minimum balance required to open this account is \$25.00.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges** - A service fee of \$15.00 will be charged each calendar month.

**BENEFITS CHECKING WITH BAZING**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

The minimum balance required to open this account is \$25.00.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges** - A service fee of \$7.00 will be charged each calendar month.

**CASH MANAGEMENT ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

The minimum amount you may withdraw is \$5.00 per withdrawal.

**PRIME ADVANTAGE ACCOUNT  
(Members 55+)**

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the third Tuesday of the third month of the quarter.

**Minimum balance requirements:**

The minimum balance required to open this account is \$1,000.00.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**TERM SHARE CERTIFICATES**

**Rate Information** - You will be paid the disclosed rate until first maturity.

**Compounding frequency** - Unless otherwise paid, dividends will be compounded every ☐ day ☐ month.

**Crediting frequency** - Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

**Dividend period** - For this account type, the dividend period is monthly.

**Minimum balance requirements:**

The minimum balance required to open this account is \$1,000.00.

The minimum balance required to open Young Savers Term Share Certificate is \$500.00.

The minimum balance required to open CU Succeed Term Share Certificate is \$500.00.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of one year or less:  
The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year:  
The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of dividends prior to maturity** - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 20 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**IRA PASSBOOK**

(Traditional, Roth, and Coverdell Education Savings Account)

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every day. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the third Tuesday of the third month of the quarter.

**Minimum balance requirements:**

The minimum balance required to open this account is \$100.00.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.



## TERM SHARE IRA CERTIFICATES

(Traditional, Roth, and Coverdell Education Savings Account)

**Rate Information** - You will be paid the disclosed rate until first maturity.

**Compounding frequency** - Dividends will be compounded every day.

**Crediting frequency** - Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly.

**Minimum balance requirements:**

The minimum balance required to open this account is ☐ \$1,000.00 (12-month)

☐ \$500.00 (18-month) ☐ \$1,000.00 (24-month) ☐ \$1,000.00 (30-month)

☐ \$1,000.00 (60-month).

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

☐ After the account is opened, you may not make additions into the account until the maturity date stated on the account.

☐ You may make unlimited additions into your account (minimum \$50.00).

☐ There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of one year or less:  
The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year:  
The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of dividends prior to maturity** - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 20 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

### COMMON FEATURES

**Transaction limitation** - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D.

**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

**National Credit Union Share Insurance Fund** - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**Overdraft Fee Transaction Categories** - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, ATM withdrawal, or other electronic means.

Please refer to our separate fee schedule for additional information about charges.

### YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

☐ **SHARE ACCOUNT & SPECIAL SHARE ACCOUNT**

**Last declared dividend rate:**

**Tier 1** - As of the last dividend declaration date, if your daily balance was more than \$99.99, but less than \$25,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** - As of the last dividend declaration date, if your daily balance was \$25,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

☐ **BASIC CHECKING, CU SUCCEED TEEN CHECKING & BENEFITS CHECKING WITH BAZING ACCOUNT**

**Last declared dividend rate:**

**Tier 1** - As of the last dividend declaration date, if your daily balance was less than \$1,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** - As of the last dividend declaration date, if your daily balance was \$1,000.00 or more, but less than \$2,500.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** - As of the last dividend declaration date, if your daily balance was \$2,500.00 or more, but less than \$5,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 4** - As of the last dividend declaration date, if your daily balance was \$5,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

☐ **CU CHANGE CHECKING ACCOUNT**

☐ **CASH MANAGEMENT ACCOUNT**

**Last declared dividend rate:**

**Tier 1** - As of the last dividend declaration date, if your daily balance was more than \$99.99, but less than \$2,500.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** - As of the last dividend declaration date, if your daily balance was more than \$2,499.99, but less than \$25,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** - As of the last dividend declaration date, if your daily balance was more than \$24,999.99, but less than \$95,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 4** - As of the last dividend declaration date, if your daily balance was \$95,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

☐ **PRIME ADVANTAGE ACCOUNT (Members 55+)**

**Last declared dividend rate:**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

☐ **TERM SHARE CERTIFICATES**

☐ **6 MONTHS** ☐ **12 MONTHS** ☐ **24 MONTHS**

☐ **30 MONTHS** ☐ **60 MONTHS**

**Tier 1** - As of the last dividend declaration date, if your daily balance was \$1,000.00 or more, but less than \$10,000.00 at the time of purchase, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** - As of the last dividend declaration date, if your daily balance was \$10,000.00 or more, but less than \$50,000.00 at the time of purchase, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** - As of the last dividend declaration date, if your daily balance was \$50,000.00 or more, but less than \$95,000.00 at the time of purchase, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 4** - As of the last dividend declaration date, if your daily balance was \$95,000.00 or more at the time of purchase, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

☐ **IRA PASSBOOK**

(Traditional, Roth, & Coverdell Education Savings Account)

**Last declared dividend rate:**

**Tier 1** - As of the last dividend declaration date, if your daily balance was more than \$99.99, but less than \$10,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** - As of the last dividend declaration date, if your daily balance was more than \$9,999.99, but less than \$25,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** - As of the last dividend declaration date, if your daily balance was \$25,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

☐ **TERM SHARE IRA CERTIFICATES**

(Traditional, Roth, & Coverdell Education Savings Account)

☐ **12 MONTHS** ☐ **18 MONTHS (minimum \$500.00)**

☐ **24 MONTHS** ☐ **30 MONTHS** ☐ **60 MONTHS**

As of the last dividend declaration date, if your daily balance was \$1,000.00 or more (or \$500.00 or more for 18 month term), the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

# IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

## Substitute Checks and Your Rights

As our member we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

### What is a substitute check?

To make check processing faster, federal law 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.

### 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 an interest-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 interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) 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.

### 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 at:

Fort Worth Community Credit Union  
PO Box 210848  
Bedford, Texas 76095  
  
817-835-5000 or 1-800-817-8234  
  
ftwccu@ftwccu.org

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 amount of the check, and the name of the person to whom you wrote the check.

## SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.

③ \*051000033\*  
10/28/2004  
3112003355102116

⑤ This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

[121000374] 10/28/2004  
0025671467874451

① Pat Payor  
101 Your Street  
Your City, USA 10101

68-4567/123

4321

DATE Oct 28, 2004

PAY TO THE ORDER OF ABC Company \$ 147.50

One hundred forty-seven and  $\frac{50}{100}$  DOLLARS

Your Financial Institution  
Your City, USA 10101

Memo School supplies Pat Payor MP

② ④ ⑥

④ [121000374] 10/28/2004  
0025671467874451

⑥

These numbers correspond with the numbers on the Substitute Check Image:

- 1 An image of the original check appears in the upper right-hand corner of the substitute check.
- 2 A substitute check is the same size as a standard business check.
- 3 The information in asterisks relates to the “reconverting bank”—the financial institution that created the substitute check.
- 4 The information in brackets (appears sideways facing check image) relates to the “truncating bank”—the financial institution that took the original check out of the check processing system.
- 5 The Legal Legend states: *This is a LEGAL COPY of your check. You can use it the same way you would use the original check.*
- 6 The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the “4” at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a “5” if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.



# FTWCCU Truth-In-Savings Account Agreement Fee Schedule

Insufficient funds item <i>whether returned or paid – share drafts, debit card, credit card, bill pay programs, EFT.</i>	\$32.00 per presentment	Outgoing fax	\$1.00 per page	<u>CU Change Checking</u> Insufficient funds item <i>whether returned or paid – share drafts, debit card, credit card, bill pay programs, EFT.</i>	\$35.00 per presentment
Stop payment order	\$30.00	Copies of share drafts	\$2.00 each	Stop payment order	\$35.00
Automatic overdraft protection	\$3.00	Debit/Credit Card - replacement	\$5.00	Monthly fee	\$15.00
Overdraft Outside Collection Fee	\$15.00	Debit/Credit - Expedited replacement	\$50.00	<u>Convenience Payment and Deposits</u>	
Account reconciling and research	\$20.00 per hour	Debit/Credit - Overnight replacement (if available)	\$65.00	Vendor operator assisted	\$10.00
VISA® Gift cards	\$3.00 per card	Temporary Share Drafts	\$2.00 per page 4 per page	Vendor member input by phone	\$9.00
Wire transfer	\$20.00	Account activity printout or statement	\$3.00	FTWCCU Website or ART	FREE
Foreign wire transfer	\$75.00	<u>Annual Deposit Box Rates</u>		FTWCCU assisted (non-recurring ACH or debit card from another financial institution)	\$10.00
Incoming wire transfer	\$15.00	3 x 5	\$30.00	<u>FTWCCU WebPayment</u>	
Wire transfer research/trace	\$25.00	3 x 10	\$50.00	One-time guest payment	\$7.00
Items sent for collection	\$20.00	5 x 10	\$75.00	With login	FREE
Foreign collection items	\$10 + <i>actual collection cost</i>	10 x 10	\$125.00	<u>International Transaction Fee</u>	
Deposited checks (and other items) returned and not redeemed within seven days	\$30.00	Refundable key deposit	\$10.00	1.1% of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.	
Cashiers check with third party payee	\$3.00	Key Replacement	\$5.00 per key	Legal Processing Fees	\$300.00
ATM withdrawal fee (FTWCCU card used at a foreign ATM)	\$1.00	Box drilling	Varies based on locksmith charges	Home Equity	
Foreign ATM card transaction fee (at FTWCCU ATM)	\$3.00	Account Reopen Fee (Accounts reopened within 12 months)	1st incident \$5.00 2nd incident \$15.00 3rd & higher \$25.00	HELOC	
ATM Inquiry fee	\$0.50	Regular Share Accounts closed within 180 days of opening	\$10.00	Home Improvemnet	
Copy fee	\$1.00 per page	Loose coin counting (excludes Young Savers & CU Succeed accounts and amounts under \$35.00)	3% (\$1.00 minimum)	Benefits Checking Monthly Fee	\$7.00
Returned Mail Fee	\$5.00	Inactive Bill Pay Account- 90 days inactive	\$5.00 per month	Paper Statement Fee	\$3.00
		Skip - A - Pay Fee Online due	10% of payment Min. \$5.00 Max. \$50.00	Cashier's Check Replacement	\$30
		Skip - A - Pay Fee Staff Assistance due	15% of payment Min. \$8.00 Max. \$65.00	Adminsitratve Legal Processing Fee (i.e garnishments)	\$100



Federally insured  
by NCUA



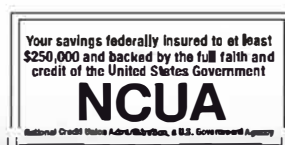
# Fort Worth Community Credit Union

## Privacy Notice

FACTS	WHAT DOES FORT WORTH COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?																									
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.																									
What?	<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 balance and transaction history</li><li>▪ Credit history and credit scores</li></ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>																									
How?	All financial companies need to share members’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons Fort Worth Community Credit Union chooses to share; and whether you can limit this sharing.																									
<table><tr><th>Reasons we can share your personal information</th><th>Does Fort Worth Community CU share?</th><th>Can you limit this sharing?</th></tr><tr><td><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</td><td>Yes</td><td>No</td></tr><tr><td><b>For our marketing purposes-</b> to offer our products and services to you</td><td>Yes</td><td>Yes</td></tr><tr><td><b>For joint marketing with other financial companies</b></td><td>Yes</td><td>Yes</td></tr><tr><td><b>For our affiliates’ everyday business purposes-</b> information about your transactions and experiences</td><td>Yes</td><td>No</td></tr><tr><td><b>For our affiliates’ everyday business purposes-</b> information about your creditworthiness</td><td>Yes</td><td>No</td></tr><tr><td><b>For our affiliates to market to you</b></td><td>Yes</td><td>Yes</td></tr><tr><td><b>For non affiliates to market to you</b></td><td>Yes</td><td>Yes</td></tr></table>			Reasons we can share your personal information	Does Fort Worth Community CU share?	Can you limit this sharing?	<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	Yes	<b>For joint marketing with other financial companies</b>	Yes	Yes	<b>For our affiliates’ everyday business purposes-</b> information about your transactions and experiences	Yes	No	<b>For our affiliates’ everyday business purposes-</b> information about your creditworthiness	Yes	No	<b>For our affiliates to market to you</b>	Yes	Yes	<b>For non affiliates to market to you</b>	Yes	Yes
Reasons we can share your personal information	Does Fort Worth Community CU share?	Can you limit this sharing?																								
<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	Yes																								
<b>For joint marketing with other financial companies</b>	Yes	Yes																								
<b>For our affiliates’ everyday business purposes-</b> information about your transactions and experiences	Yes	No																								
<b>For our affiliates’ everyday business purposes-</b> information about your creditworthiness	Yes	No																								
<b>For our affiliates to market to you</b>	Yes	Yes																								
<b>For non affiliates to market to you</b>	Yes	Yes																								
To limit our sharing	Call (817) 835-5000, (800) 817-8234 to limit our sharing. <b>Please note:</b> If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice. However, you can contact us at anytime to limit our sharing.																									
Questions?	Call (817) 835-5000, (800) 817-8234 or go to <a href="http://www.ftwccu.org">www.ftwccu.org</a>																									

Who we are	
Who is providing this notice?	Fort Worth Community Credit Union
What we do	
How does Fort Worth Community 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. We restrict access to non public personal information about you to only our employees who need to know that information in order to provide products or services to you.
How does Fort Worth Community 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</li> <li>▪ Pay your bills</li> <li>▪ Apply for a loan</li> <li>▪ Make a wire transfer</li> <li>▪ Show your driver's license</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 non affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non financial companies.</p> <ul style="list-style-type: none"> <li>▪ Fort Worth Community Investments</li> </ul>
Non affiliates	<p>Companies not related by common ownership or control. They can be financial and non financial companies.</p> <ul style="list-style-type: none"> <li>▪ Non-affiliates we share with insurance companies, mortgage services, data processors, check printers, plastic card processors, online services for bill pay and presentment, account setup, deposit and mobile services.</li> </ul>
Joint marketing	<p>A formal agreement between non affiliates listed financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Our joint marketing partners include investment, insurance, and other financial services companies.</li> </ul>

Rev. 07/2017



This credit union is federally insured by the National Credit Union Administration.

# Benefits Checking Amendment

FORT WORTH COMMUNITY CREDIT UNION  
PO BOX 210848  
BEDFORD, TX 76095

The purpose of this Amendment is to incorporate changes in policy that affect your Benefits Checking with BaZing agreement. This Amendment replaces the Truth-In-Savings Disclosure, that you receive at the time of account opening. Please read this Amendment carefully as you would any other legal document and should be kept in a safe place along with your other account records.

This Amendment is made and entered into as of the Effective Date by and between:

1. Fort Worth Community Credit Union, a financial institution, with its principal place of business at 1905 Forest Ridge, Bedford, TX 76021 (“Institution”), and
2. Member of Fort Worth Community Credit Union (“Member”).

WHEREAS, the Institution and the Member (collectively, the “Parties”) entered an Account Opening Agreement, effective on account opening date.

WHEREAS, the Parties desire to amend certain terms of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

## 1.AMENDMENT TO THE AGREEMENT

This amendment is amending the **Truth-in-Savings Disclosure for Benefits Checking with BaZing** and stating the changes to the ‘**Your Account**’ section of the agreement.

The agreement is hereby amended as follows:

- 1.1. **Minimum Balance Requirements:** The minimum balance required to open this account is \$5.00.
- 1.2. **Fees Waiver:** The service fee of \$7.00 will be waived with a monthly direct deposit equal to or greater than \$500.00. Micro-deposits, person-to-person (such as Zelle) and bank transfers between your FTWCCU accounts or accounts you have at other financial institutions or brokerages are not considered a direct deposit.
- 1.3. **Last Declared Dividend Rate:**
  - Tier 1 - As of the last dividend declaration date, a dividend rate of \_\_\_% with an Annual Percentage Yield (APY) of \_\_\_% will be paid only on the portion of your daily balance that was \$0.00 to \$999.99.
  - Tier 2 - As of the last dividend declaration date, a dividend rate of \_\_\_% with an Annual Percentage Yield (APY) of \_\_\_% will be paid only on the portion of your daily balance that was \$1,000 to \$9,999.99.
  - Tier 3 - As of the last dividend declaration date, a dividend rate of \_\_\_% with an Annual Percentage Yield (APY) of \_\_\_% will be paid only on the portion of your daily balance that was \$10,000 to \$24,999.99.
  - Tier 4 - As of the last dividend declaration date, a dividend rate of \_\_\_% with an Annual Percentage Yield (APY) of \_\_\_% will be paid only on the portion of your daily balance that was greater than \$25,000.00.

*Please refer to our separate fee schedule and rate sheet for additional information.*

## 2.NO OTHER CHANGES

Except as expressly amended by this Amendment, all terms and conditions of the original Agreement shall remain in full force and effect. In the event of any conflict between the Amendment and the Agreement, this Amendment shall prevail.

## 3.EFFECTIVE DATE

This Amendment shall become effective on April 1, 2025, and shall be binding upon both parties.