

# Membership and Account Agreement

Texas Trust Credit Union



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# Privacy Notice

FACTS	What does Texas Trust Credit Union do with your personal information?
<b>Why?</b>	Financial institutions choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▶ Social Security Number and income</li> <li>▶ Account balances and payment history</li> <li>▶ Credit history and credit scores</li> </ul>
<b>How?</b>	All financial institutions 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 Texas Trust chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES TEXAS TRUST 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 institutions</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	YES
<b>For our affiliates to market to you</b>	YES	YES
<b>For nonaffiliates to market to you</b>	YES	YES

<b>TO LIMIT OUR SHARING</b>	<ul style="list-style-type: none"> <li>▶ Call us: (972) 263-5171 - our menu will prompt you through your choice(s), or</li> <li>▶ Visit us online: <a href="https://www.texas-trust.com/Contact">TexasTrustCU.org/Contact</a></li> </ul> <p><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 any time to limit our sharing.</p>
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<b>QUESTIONS?</b>	Call (972) 263-5171 or visit <a href="https://www.texas-trust.com/Contact">TexasTrustCU.org/Contact</a>
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## WHO WE ARE

<b>Who is providing this notice?</b>	Texas Trust Credit Union
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## WHAT WE DO

<b>How does Texas Trust Credit Union protect my personal information?</b>	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.
<b>How does Texas Trust Credit Union collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"><li>▶ open an account or deposit money</li><li>▶ pay your bills or apply for a loan</li><li>▶ use your credit or debit card</li></ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <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><li>▶ state laws and individual companies may give you additional rights to limit sharing</li></ul>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Any of you may exercise the right to opt out. Your choices will apply to everyone on the account.

## DEFINITIONS

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies: <ul style="list-style-type: none"><li>▶ Heritage F&amp;I, LLC, Specialized Insurance Services (SIS)</li></ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonprofit companies: <ul style="list-style-type: none"><li>▶ Nonaffiliates we share with can include companies for direct marketing, data processing, online services for bill payment, account setup, deposit and mobile services and identity protection.</li></ul> We may also enter into agreements in the future with other companies that offer additional financial products and services for you to consider
<b>Joint marketing</b>	A formal agreement between non-affiliated financial companies that market financial products or services to you: <ul style="list-style-type: none"><li>▶ Our joint marketing partners include insurance companies and other financial service companies</li></ul>

## OTHER IMPORTANT INFORMATION

To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell to other third parties the information we provide to them.

**THIS AGREEMENT CONTAINS ARBITRATION, CLASS ACTION WAIVER AND JURY TRIAL WAIVER PROVISIONS.**

**BY OPENING OR CONTINUING TO USE YOUR ACCOUNTS, YOU ARE KNOWINGLY AND VOLUNTARILY ACCEPTING AND AGREEING TO THESE PROVISIONS.**

**ARBITRATION: DISPUTES ABOUT YOUR ACCOUNTS UNDER THIS AGREEMENT WILL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION.**

**WAIVERS: YOU AGREE TO WAIVE YOUR RIGHT TO PARTICIPATE IN COURT ACTIONS OR ARBITRATION PROCEEDINGS AGAINST THE CREDIT UNION THAT ARE CLASS ACTIONS, REPRESENTATIVE ACTIONS, OR PRIVATE ATTORNEY GENERAL ACTIONS. YOU ALSO WAIVE THE RIGHT TO A JURY TRIAL.**

**THE ARBITRATION AND WAIVER PROVISIONS ARE IN THE ARBITRATION PROVISION AT THE END OF THIS AGREEMENT. THEY AFFECT YOUR RIGHTS. YOU SHOULD READ THEM CAREFULLY.**

## Membership and Account Agreement

In this Agreement, the words “you,” “your,” “Party,” and “Owner” mean any person or entity who signs a Membership Application, or any other application in connection with the opening of any Account with Texas Trust Credit Union, any such person or entity who maintains an Account with us, or any other person or entity authorized to use or having access to any such Account. The words “we,” “us,” “our,” and “Credit Union” mean Texas Trust Credit Union.

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

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

### Truth-in-Savings Disclosures

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

A minimum share balance must be maintained in your primary Account in order to open or maintain other Accounts at the Credit Union. A minimum balance may also be required to avoid service fees on certain accounts. Please refer to the Truth-in-Savings Account Disclosures and Rate and Fee Schedule for more information.

### Account Ownership

1. **Single Party Accounts.** Under this type of Account ownership, the sole party to the Account owns the Account. If you open a Single Party Account upon your death, and absent any Payable on Death (POD) designation, ownership of the Account passes as part of your estate under your will or by intestacy.
2. **Joint or Multiple Party Accounts with Right of Survivorship.** If an Account is opened by two or more parties, or if one or more parties are added to a Single Party Account, the Account will be a joint or multiple party Account with right of survivorship. The parties to the Account own the Account in proportion to the parties’ net contributions to the Account. All funds deposited into that Account, including any earnings thereon, shall be owned by you jointly, with all others who sign the Account Application, with right of survivorship. On the death of one party to such an Account, all sums in the Account on the date of the death vest in and belong to the surviving party or parties as their separate property and estate. Payment to any Owner shall be valid and discharge us from any and all liability for such payments. We may accept instructions from any Owner or act at the request of any Owner with regard to any such Account without the joinder of any other Owner, and each Owner authorizes the other to act on his or her behalf with respect to the Account. Any Owner may pledge all of the shares or deposits in the Account to secure any indebtedness owing to us or may designate the Account to provide overdraft protection for any other Account, without the joinder of any other Owner and without regard to his or her interest in the Account. At our option, we may require the consent of all Owners prior to taking any action in connection with an Account. We make no representation concerning the legal consequences or the effect of survivorship rights, including any consequences arising out of the community property laws of any state, and you agree to hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult applicable law or consult with your attorney if you have any question regarding the validity, effectiveness, or fitness of a survivorship designation for any purpose.

Any right of survivorship may be ineffective and invalid unless the Account application, or the certificate form in the case of a Certificate of Deposit, is signed by all of the parties to the Account and returned to the Credit Union. In the event that a new Certificate of Deposit is issued to you following renewal of a Certificate of Deposit Account, evidencing the terms of the renewed Certificate of Deposit, you agree that the signatures and ownership rights which apply to the original Certificate of Deposit shall be incorporated into and made part of the renewed Certificate of Deposit and shall apply to that Certificate for all purposes.

Any Joint Owner may voluntarily remove his or her name from any Joint or

Multiple Party Account by notification to us in writing. A member opening an Account with us may change or remove a Joint Owner or Joint Owners from any Account or change the form of the Account by giving us written notice in such form as we may require. Any such action by a member will terminate any interest that the removed Joint Owner may have in such Account. At our option, we may require that an Account be closed and a new Account opened in lieu of permitting the removal of any Joint Owner, or we may require the joinder and consent of any Joint Owner prior to acting upon any written notification or instruction to remove the Joint Owner from an Account. A Joint Owner may not remove the Primary Member (the holder of the Taxpayer Identification Number associated with the Account).

In the event that a Joint Owner is removed from a Checking Account, checks or automatic payments presented on the Account not authorized by the Primary Member should be identified by the Primary Member within three days of payment or processing from the Account. Upon written notification to the Credit Union, the Credit Union will make every reasonable effort to return the items and collect the funds. You agree to hold us harmless from any and all loss and liability, which we may incur due to our inadvertent payment of checks signed by a previous Joint Owner. In the event of a prior commitment to a loan, secured by Account funds pledged by a Joint Owner, the loan Security Agreement will prevail. The Account funds will remain as security until the loan obligation is fulfilled.

3. **Payable on Death (POD) Accounts.** A POD Account is an Account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, to one or more POD payees named in the Application or any other document executed in connection with the Account. You agree that the persons named as POD payees in any Account Application or Payable on Death Agreement, whether one or more, are designated as POD payees. During your lifetime, all funds paid into or deposited into the Account designated, including any earnings thereon, shall be owned by you, and payment may be made upon your request, or the request of any party to the Account. If there is more than one Owner, then during your lifetimes the provisions set forth above with regard to Joint or Multiple Party Accounts with Right of Survivorship shall control. Upon your death (the death of the last of you to survive), each POD payee agrees that all such funds shall be owned by the POD payees surviving. Payment may be made at the request of any named POD payee then living, and any payment made upon such request discharges us from any and all liability to that POD payee and any remaining POD payees or their heirs, executors, and personal representatives. You, your heirs, executors, and personal representatives agree to defend, indemnify, and hold us harmless from any claim asserted by any person or estate as a result of the payment of funds out of the designated Account. You understand and agree that a POD designation shall be ineffective with respect to any Account held in an Individual Retirement Account, except as set forth in a separate beneficiary designation for that Individual Retirement Account. You understand and agree, further, that a POD designation may be ineffective unless signed by all original parties to the Account. We make no representation concerning the legal consequences or effect of any POD designation, and you understand that you should consult with your attorney if you have any question regarding the validity or effectiveness of any such POD designation for any purpose. We are not obligated to notify any POD payee of the existence of any Account or the vesting of the POD payee's interest in any Account, except as otherwise required by law.
4. **Accounts for Trusts.** At our option, we may issue shares or accept deposits in the name of a revocable or irrevocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. If you request that we open an Account in the name of a trust, you agree that we are authorized to release the funds in any such Account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the trust and any Account established for the trust.
5. **Accounts for Minors.** At our option, we may issue shares and accept deposits in the name of a minor. We may require that a minor Account have a creditworthy Joint Owner at least 18 years of age who shall be jointly and severally liable for any amounts owing to us out of the Account. Minors under the age of 16 will be

required to have the Joint Owner sign for withdrawals. Otherwise, we may make payments or deliver other rights solely to the minor without regard to the minor's minority, and you acknowledge and agree that we are discharged from liability to the extent of any such payment or delivery. We have no duty to inquire of the use or purpose of any transaction requested by the minor or any joint owner. If you request that we open a minor Account, which an individual other than the minor's parent or guardian will be the Joint Owner, we may require the parent or guardian's consent before opening the Account. We may also require that the Account Owners give written consent to allow the minor's parent or guardian to access information about the Account. You may not pledge a minor Account as collateral for a loan or for any other purpose. When the minor reaches the age of 18, we will not change the form or ownership of the Account without the authorization of all Account Owners.

6. **Accounts for Guardianships and Estates.** At our option we may issue shares and accept deposits in the name of (i) a ward on whose behalf a Guardianship has been established under applicable law, or (ii) the estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such Account. You agree that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement or other applicable agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian or estate representative. If we are presented with Letters of Guardianship, Letters Testamentary, or Letters of Administration valid on their face, you agree that we will have no further duty to (i) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Probate Code or other applicable law, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (iv) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary, or Letters of Administration that are valid upon presentation, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas Probate Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check that is presented for payment or to honor any requests for withdrawal of funds from the Account of a ward or an estate until we receive renewed Letters or another order issuing out of a Court of competent jurisdiction.
7. **Social Security Representative Payee Accounts.** At our option, we may issue shares and accept deposits in Accounts established in a member's name and for the member's benefit by an individual appointed as a Social Security "Representative Payee." Funds in a Social Security Representative Payee Account are owned by the member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an Account is opened, you agree (whether as beneficiary or as Representative Payee) that we may accept deposits including direct deposits from the Social Security Administration, that we may permit withdrawals from the Account by the Representative Payee through such means as we may prescribe from time to time, and that we may restrict access to the Account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration governing such Accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement, and that we will have no duty to oversee the application by a Representative Payee of any funds withdrawn from the Account. You agree that, if any deposit to an Account is subsequently reversed, whether by the Social Security Administration or otherwise, we may transfer funds in other Accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance, and transaction of any business related

to a Social Security Representative Payee Account or any other Account designated for the receipt of government benefits.

## Business Accounts

In this section, the term "Business Account" means any Account maintained or opened by or in the name of any corporation, partnership, sole proprietorship, unincorporated association or club, limited liability company, or other organization. The words "you" and "your" mean the Account Owner named on the Business Account Application or any Business Account modification request form or other document executed in connection with the opening, maintenance, or modification of any Business Accounts with us. By opening or maintaining any Business Account with us, you agree that the following terms and conditions apply to and govern any such Business Account in addition to the other terms of this Agreement. In the event of a conflict between the terms in this section and terms in other parts of the Membership and Account Agreement, the terms and conditions herein shall control.

1. You expressly represent that (i) the Account Owner named on any Application is duly organized, validly existing, and in good standing under the laws of the state where organized and has filed Articles of Incorporation, Certificates of Limited Partnership, or Assumed Named Certificates in a manner sufficient to ensure that no other person or entity shall conduct business under the same name or any name deceptively similar to that of the Account Owner, (ii) each officer, partner, agent, representative, or other party who signs on any Application as an Authorized Signer is qualified and authorized to sign in the capacity represented and is empowered to so act on behalf of the Account Owner named, and (iii) the Account Owner named on any Application is either presently a member of the Credit Union or is eligible to apply for membership in keeping with the membership requirements set forth below.
2. Any of the Authorized Signers on any Application shall be authorized to transact business on behalf of the Account Owner with respect to the Business Account(s) designated on the Application and are authorized to (i) close any such Business Account(s), (ii) deposit and withdraw any of the funds of the Account Owner in such Business Account(s), whether represented by cash, checks, notes, or other evidences of debt, (iii) sign for and receive the statements and records of the Account Owner with respect to any such Business Account(s), (iv) stop payment against checks or other payment orders, (v) make withdrawals or transfers from any such Business Account for the purpose of purchasing Certificates of Deposit in the name of the Account Owner and to redeem any such Certificate of Deposit in the name of the Account Owner, and (vi) make any other agreements and stipulations with us with respect to such Business Account(s) and to bind the Account Owner thereto.
3. The indorsement of the Account Owner of items for deposit may be written or stamped without designation of the party making the indorsement.
4. We are authorized to honor any and all withdrawals of the Account Owner's funds by any one of the Authorized Signers, and we need make no inquiry concerning any such action. You acknowledge that you may not stipulate that withdrawals and other actions be performed and signed by two or more Authorized Signers. You agree that any designation by you requiring the signatures of two or more persons is for your internal business purposes only and is not binding on us.
5. We will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by any of the Authorized Signers. The Account Owner and all of the Authorized Signers, jointly and individually, agree to indemnify and hold us harmless from any claims, demands, expenses, losses or damages, resulting from or directly or indirectly related to any activity of such parties with regard to any Business Account maintained with us.
6. The Account Owner and the Authorized Signers agree to execute or provide such additional documentation as we may require or deem appropriate in connection with the opening and maintaining of any Business Account.
7. The Account Owner and all Authorized Signers authorize us to recognize the facsimile signature(s) appearing on any Application and to charge the Account Owner for all checks, withdrawals, or similar orders drawn on Business Accounts maintained by the Account Owner. We will be so authorized so long as any facsimile signature reasonably resembles the facsimile signature appearing on any Application.
8. We may adopt policies from time to time under which we may issue Debit Cards, other electronic access devices, or personal identification numbers (PINs) to persons designated by the Account Owner, at the Account Owner's request.

You acknowledge and agree that the issuance of an access device or PIN in connection with a Business Account affords ready access to the Business Account by the person or persons authorized by the Account Owner, as well as other persons who are provided access to the access device or PIN, or who otherwise obtain the access device or PIN whether by way of negligence, theft, collusion, or otherwise. As a result, you acknowledge and agree that the Account Owner and the persons authorized by the Account Owner to receive an access device or PIN are solely responsible for their use and that we will not be liable for any loss resulting from the unauthorized use of the access device or PIN. You agree that the provisions of our consumer Electronic Funds Transfer Regulation "E" Disclosures addressing any limitation upon a consumer's liability for unauthorized electronic funds transfer shall not apply to electronic funds transfer when made to or from a Business Account. Except for the foregoing, electronic funds transfer to and from a Business Account are generally subject to the Electronic Funds Transfer Regulation "E" Disclosures and are fully subject to any additional terms and conditions provided to you at the time your request for the electronic funds transfer service is approved.

9. If you contract for an Electronic Funds Transfer service, we may communicate with you and others authorized to use your PIN from time to time. Those communications may include your PIN. We will send those communications to your address as reflected in our records, and you agree that we have no liability to you or to any other person if our communication to you is stolen or otherwise intercepted by any person at any time. You agree that the terms set out herein and in the remainder of the Membership and Account Agreement and Electronic Funds Transfer Agreement and Disclosures regarding the security and safekeeping of your PIN and the security of electronic funds transfer transactions in general are commercially reasonable and you agree to be bound by and to comply with these terms. Authorizations given to other persons are considered unlimited in amount and manner until you notify us and we have had a reasonable opportunity to act on your notification.
10. Under the requirements of the Unlawful Internet Gambling Enforcement Act (UIGEA), this notification is to inform you that unlawful internet gambling transactions are prohibited from being processed through your account or relationship with the Credit Union. As defined in Regulation GG, unlawful internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made." Attempted transactions will be blocked, and repeated attempts may result in account closure.
11. In order to add or delete Authorized Signers from any Business Account, (i) the Account Owner may close the Business Account and open a new Business Account through the execution of a new Membership Application or, (ii) the Account Owner may modify the Business Account to provide for any such addition or deletion by completing a new Membership Application or such other form as we may require, bearing the signatures of all persons who thereafter are authorized to sign on behalf of the Account Owner.  
  
We reserve the right to require that a new Business Account be opened when adding or deleting Authorized Signers. In order to add or delete Authorized Signers on any Business Account, whether by way of Account closure or modification, we may require the presentation of a new certificate of corporate resolution or a new certification and authorization in the case of a sole proprietorship, partnership, association, or other business entity, specifying the action to be taken and setting forth those individuals who thereafter will be authorized to transact business on behalf of the Account Owner. You acknowledge and agree that, if the Account Owner elects to add or delete Authorized Signers by way of Account modification rather than by closing the Business Account(s), we may not be able to verify effectively whether any check presented is signed by an Authorized Signer, and you agree that we are not required to examine instruments presented. In the event of a Business Account modification, you agree that the Account Owner is solely responsible for denying any deleted signer access to the Business Account and that we will not be liable for the payment of checks or orders signed or made by any deleted signer.
12. A Business Account may not be established at the Credit Union unless the Account Owner is a member of the Credit Union. A business may be eligible for Credit Union membership if it is listed in our field of membership or physically located within our community field of membership. Otherwise, for sole proprietorships, the individual owner(s) must be a member of the Credit Union. For corporations, all of the corporate shareholders must be within our field of membership. For partnerships, all of the partners must be within our field of

membership. For unincorporated associations, limited liability companies, and other businesses and organizations, all of the members of any such association, organization, or company must be within our field of membership.

13. Business Accounts are subject to the fees set forth in the Business Accounts Fee Schedule, which is incorporated into this Agreement by reference. You acknowledge and agree that any Truth-in-Savings Account Disclosures that may be provided to you in connection with a Business Account are made for the benefit of, and are applicable only to natural-person members of the Credit Union who hold an Account primarily for personal, family, or household purposes. To the extent that those disclosures are also accurate with respect to Business Accounts, they are provided for informational purposes only and without any corresponding intent to extend coverage of the Truth-in-Savings Act and implementing regulations to Business Accounts.
14. Overdraft protection from savings Accounts and line-of-credit accounts is available for Business Accounts.

## Checks and Withdrawals

1. **Payment Authorization.** In this Agreement, the term “check” and “share draft” shall have the same meaning. The term “available balance” and “ledger balance” shall have the meaning explained in the Overdrafts And Overdraft Coverage section below. You authorize us to pay checks signed by you and charge the payments against the applicable Account. Only checks or other methods approved by us may be used to withdraw funds from your Account. You agree that it will be your responsibility to verify the accuracy of information appearing on any checks, deposit slips, or other forms, and you agree that we will not be liable for any printing errors on any such forms. All checks, withdrawal forms, deposit slips, and transfer instructions used in connection with any Account must be on forms that we provide or otherwise expressly approve in writing. You agree to complete checks using a non-gel, black or dark blue ink that will readily transfer during any imaging of the check. We will not be liable for any resulting losses, and you agree to hold us harmless, if you fail to follow the requirements in this paragraph. In the event that the applicable Account has a sufficient ledger balance minus (i) the amounts of checks deposited in the applicable Account that are subject to availability or exception holds, (ii) amounts in the Account that are subject to levy or garnishment by the IRS or other creditors, (iii) amounts of deposits in the Account that are subject to freezes on the accounts from which those funds are drawn, and (iv) amounts attributable to deposits that are uncollectible to cover one or more, but not all of the checks or other withdrawal orders or items presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion, including honoring first any withdrawal orders or checks payable to us and dishonoring or refusing any check or withdrawal order for which there is not a sufficient ledger balance, as adjusted above, thereafter. In making distributions upon the death or disability of any party, you agree that we may rely upon the form of the Account at the time of any such death or disability.
2. **Stale Items.** We are under no obligation to pay a check that is presented for payment more than six months from its date. In the event that a check drawn on your Account is payable, by its terms, within a stated period of time, we are under no obligation to pay that check if it is presented after the expiration of that time period.
3. **Overdrafts and Overdraft Protection.** You agree to maintain a ledger balance in your Account at all times sufficient to pay any check or other withdrawal order (whether oral, written, or otherwise) or item presented for payment against the applicable Account so that your Account does not become overdrawn as determined under this section. Withdrawal orders or items include, without limitation, withdrawals made at branches, checks, ACH debits, wire transfers, debit card transactions, and ATM withdrawals.

The “ledger balance” in your Account is made up of the amount on deposit in the Account at any point in time, with no adjustment made for any holds that are in effect either for debits or the availability of deposits.

The “available balance” in your account is comprised of the ledger balance less any debit card transactions that are in a pending status and any deposited funds that are not available due to a hold. This balance is used, among other things, to determine whether we will authorize a requested debit card transaction.

You should determine your “available balance” before making transactions. You can get that information through online banking, telephone banking, ATM balance inquiries or by visiting a branch.

**We will determine whether an overdraft has occurred in your Account by referring to the ledger balance in the Account with certain adjustments when such withdrawal orders or items are presented to us for payment.** In deciding whether an overdraft has occurred, we will use the ledger balance minus (i) the amounts of checks deposited in the applicable Account that are subject to availability or exception holds, (ii) amounts in the Account that are subject to levy or garnishment by the IRS or other creditors, (iii) amounts of deposits in the Account that are subject to freezes on the accounts from which those funds are drawn, and (iv) amounts attributable to deposits that are uncollectible. These deductions from the ledger balance are collectively referred to in this Agreement as the “overdraft adjustments.”

**We are under no obligation to pay any check or other withdrawal order or item (i) the amount of which exceeds the ledger balance reduced by the overdraft adjustments in the Account upon which the order was made or the item was drawn , or (ii) specifically in the case of debit card authorizations would exceed the available balance in the Account on which the authorization is requested; or (iii) that would exceed limitations imposed upon the applicable Account under our policies and procedures, or under applicable law.** If we do pay any such check or other withdrawal order or item, we will not waive our right to dishonor on these bases any subsequent checks or other withdrawal orders or items presented. If we do pay such a check or other withdrawal order or item, or if any item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees that we might assess. You also authorize us to deduct any overdraft and applicable fees from your next deposit (including a direct deposit of social security or other government benefits), to withhold or to transfer funds from any other Account to which you are party in amounts sufficient to repay any overdraft and applicable fees, or to use any other collection remedy available to us by law. If your Account remains overdrawn for more than 10 days, you authorize us to add any overdrawn balance and applicable fees to your Texas Trust Line of Credit, Open-end Credit Agreement, or to advance funds from your credit card available credit, if applicable, in an amount sufficient to repay such overdraft and fee amounts.

**Overdraft Protection.** If you write a check, authorize an ACH debit, authorize a point of sale debit card transaction using your PIN or signature, make an ATM withdrawal or take any other action that would result in an Account becoming overdrawn as determined under this section, such check, authorized point of sale transaction, or any other action taken shall be deemed to be a request by you to us to provide overdraft protection in your account by transferring available funds from your Regular Share Account or other designated account, or if applicable, to make an advance on your Texas Trust Credit Union Line of Credit Account or credit card with us, in increments that we deem sufficient to pay such check, withdrawal order or item or point of sale transaction or otherwise remedy the overdraft, together with any service charge or fee we may assess. We will use reasonable efforts to transfer funds to your Checking Account from your Regular Share or other Account in the manner you have specified. A fee may be charged for overdraft protection as set forth in the Fee Schedule. If (i) the ledger balance as reduced by the overdraft adjustments in the Account is not sufficient to pay a check or ACH debit or (ii) if the available balance in that Account is not enough to pay a requested debit card transaction, and (iii) overdraft protection is not available, then any such item presented will be returned to the payee due to insufficient funds and a fee will be charged to your Account in such amounts as we may establish from time to time.

More information about your options for obtaining overdraft protection and on how to avoid having transactions declined is provided in our Overdraft Coverage Options disclosure as it may be updated from time to time. You may obtain that information by contacting us by email, secure message center in online banking, visiting your local branch, or calling us at (972) 263-5171 or (800) 527-3600.

**Your Notice Obligation.** If you believe any overdraft, overdraft transfer fee, overdraft privilege fee or insufficient funds fee has been incorrectly calculated or assessed in our Account, you must notify us as provided below in the provisions for reviewing statements for your Account. Failure to do so will result in the waiver of any such claim.

**Liability for Overdrafts; Transfer Limitations.** Each party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other party to such Account. In the event that the Credit Union reasonably believes that your use of your Account or Accounts is abusive due to excessive checks or



debit card transactions drawn on non-sufficient funds, questionable activity, or otherwise, your Account may be closed.

4. **Signatures.** You authorize us to recognize any of the signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the Application. We do not routinely examine items because of automated check processing. We may recognize facsimile signatures, signatures imprinted by mechanical devices, or any authentication, including orders to pay that are received electronically or telephonically. You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts that we receive by way of electronic or facsimile transmission, including Account Agreements, Requests to Modify Accounts, Loan Agreements, and any other order with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time. You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any original and that any such copy will be considered an original record for any purpose, including admissibility in evidence as an original record before any court or administrative agency.
5. **Postdated, Incomplete and Conditional Items.** You agree to hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items indorsed "without recourse," or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete, or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, any magnetically encoded information, and the signature of the drawer, regardless of whether that information is consistent with any other information on the item. You agree that we may decline to accept, process, or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release and hold us harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.
6. **Wire Transfers, Automated Clearing House (ACH), and Other Payment Order Transactions.**
  - a. **Governing Regulations.** If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made. Other payment orders you make may be governed by Article 4A of the Texas Business & Commerce Code.
  - b. **Notification.** Under NACHA Rules we are not required to give you next day notice of the receipt of an ACH entry and we will not do so, nor will we give you next-day notice of the receipt of a wire transfer. However, we will notify you of these transfers in your Account Statement.
  - c. **Provisional and Final Payment.** If we credit your Account for an ACH entry or a wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct payment.
  - d. **Identifying Account Numbers.** You agree that we can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution.

- e. **Liability; Interest Payable.** We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. In no event, however, will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth below in the Account Statements paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction or the dividend or interest rate that we pay on the Account to or from which the funds transfer should have occurred.
  - f. **Security Procedures.** You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include a combination of signature verification, call back procedures, the use of identifying words or numbers, and identification via employee ID badge, valid driver's license, or other photo identification document. If you do not agree to our security procedures, you must notify us in writing. In such event, we shall have no obligation to accept any payment order from you or other authorized parties on the Account until you and the Credit Union agree, in writing, on an alternate security procedure.
  - g. **Cutoff Times.** Unless other times are posted for various types of funds transfer, funds transfer, payment orders, and communications canceling or amending payment orders received after 4:00 p.m. on each weekday we are open that is not a holiday may be treated as having been received on the next banking day and processed accordingly. Our cutoff time for processing outgoing wire transfers is 3:00 p.m.
  - h. **Force Majeure.** We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.
  - i. **General.** You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you, but you agree that the Credit Union is under no obligation to do so. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide us with a reasonable opportunity to act on it.
7. **Stop Payment.** You may stop payment of items drawn on your Accounts. You agree to hold us harmless from any claim, loss, damage, or expense that we may incur, including attorney's fees, resulting from our refusing payment of any item on which you have stopped payment or from the payment of any item after your stop payment order has expired. A stop payment order will be effective for six months and may be renewed upon a request made in writing to us. A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective unless delivered to us in writing to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it. In addition, we will not be liable for the payment of an item over a stop payment order if the order is received after 10:00 a.m. on the next banking day after the banking day on which we received the item. Due to computer systems limitations, we can intercept an item subject to a stop payment order only if the precise amount, date, check number, name of payee, and any other information that we may reasonably require is provided. If that information is not provided, we will not be responsible if we are unable to stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for 14 days after which it must be renewed in writing. Any stop payment order, renewal, or revocation will incur a charge as set forth on the Fee Schedule. You agree that we may honor a stop payment order, revocation, or renewal if made by the person who signed the check to be stopped or any other person who has signed the Account Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is paid

over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of that inadvertent payment. You agree, however, that it will be your responsibility to conclusively establish any such loss. You agree that we will never be liable for more than the amount of the item and that we will not be liable for any consequential damages. If we do credit your Account after paying an item over a valid stop payment order, you agree to take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic funds transfers, please refer to your Electronic Funds Transfer Disclosures. You may not stop payment of cashier's checks or Credit Union teller's checks issued by us at your request, and we are under no obligation if you should request us to do so. In the event, however, we do agree in our sole discretion to stop payment of a cashier's check or teller's check at your request, you will be required to provide us with an indemnity agreement and bond supported by a surety or sureties in such amounts as we may deem sufficient to indemnify us against any possible loss in connection with the presentment or payment of the original item. You may not stop payment of transactions initiated through the use of a debit card used at an ATM or a point of sale.

8. **Credit Union Liability.** Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we will not be liable for any action or inaction regarding the payment or non-payment of items, collection of items, other withdrawals, or the transfer of funds in satisfaction of overdrafts. Subject to applicable law, you agree that we will never be liable for any consequential damages arising out of or related to any of our obligations under this Agreement. The term "ordinary care" shall be construed in keeping with the definition of that term in Article 3 of the Uniform Commercial Code as amended in 1990. We will be deemed to have exercised ordinary care if we have observed reasonable commercial standards prevailing for credit unions in the area where you are located.
9. **Share Draft and ETA Accounts.** Share draft and ETA Accounts are subdivided into two subaccounts: a transaction subaccount and a savings subaccount. On a periodic basis, the Credit Union may transfer funds between these two subaccounts on our books. As permitted by the Federal Reserve Bank, the Credit Union will only need to report balances in the transaction subaccount toward our reserve requirement. This reporting method will be invisible to you.

## Deposit of Items

1. **Handling of Items.** We act only as a collecting agent for any items deposited. Any deposit that we accept will be provisional and will be subject to subsequent payment verification. We are not responsible for any deposit or other transaction initiated by mail until the funds from the item is actually received. We will not be responsible for any deposit or other transaction made through the use of our night depository or any other unattended facility until the item or items are actually removed from the depository or facility by our personnel. We will not be responsible for any deposit or other transaction during the course of delivery to us by any courier or other third party until the item or items are actually received by our personnel. We have the right to indorse all checks payable to you for deposit into your Account. We may accept deposits to your account from any source and we need not question the authority of the person making the deposit. We will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. You agree to bear the risk of any change in the exchange rate with respect to any items that may be payable in foreign currency. You agree that we may charge back any item before payment without notice, regardless of whether the item has been returned. You agree that, if a check that has been deposited to your Account or cashed by you at the Credit Union is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty, or otherwise, we may charge back the amount of any such item to your Account at any time without notice. You agree that we may resubmit an item that has been returned to us for payment, and you waive notice that an item has been dishonored or charged back against your Account. You also agree that, if we are charged a fee by any other institution in connection with any of your Accounts that fee expense may be charged to your Account.
2. **Indorsement Standards.** The area from the trailing edge of a check to 1.5 inches from the trailing edge of a check is reserved for the payee's indorsement. The trailing edge of a check is defined as the left side of the check looking at it from the front. You and all other indorsers must make your indorsement within this

prescribed area. If any indorsement or other writing that you or any other indorser makes causes any error or delay in the processing of the item, you agree that you will be liable for any loss that we incur as a result of that delay or error, and you agree to hold us harmless from any such loss. We are not required to recognize indorsement restrictions limiting payment to a particular person or prohibiting further transfer or negotiation of the instrument and we will not do so.

3. **Right to Refuse Deposit.** If you request that we accept a regular check or a substitute check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept any such check. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses that may arise because of our acceptance of the item. In any event, in our discretion, we may refuse any deposit, limit the amount that may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the Account subject to applicable regulations.

All collection items are subject to collection fees, which are not charged by us but by other financial institutions processing the collection items. You will be informed at the time an item is received for deposit if the item will be sent for collection or refused for deposit. If the item is received by mail or through a drop-box, you will be notified in writing no later than the first business day after the day the deposit is received.
4. **NSF Deposits.** A deposited check that is later returned due to insufficient funds on deposit or for another reason shall be the responsibility of the Owners of the Account in which it was deposited. You acknowledge and agree that the Credit Union will deduct funds from your, and reduce the available balance and ledger balance in Account in the amount of the returned check. The Credit Union is not responsible for the collection of a returned check from the third party. The Credit Union is under no obligation to pay dividends accrued during the time the check funds were on deposit. Any deposited check that is later returned may result in transactions being declined, your account being overdrawn and your account incurring a fee or a charge, which is set forth on the Fee Schedule.
5. **Deposit Verification.** If a deposit is made to your Account and we subsequently determine that the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction.

## General Provisions

1. **Taxpayer Identification Number and Backup Withholding.** The Internal Revenue Service (IRS) requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to credit unions and other payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Credit unions and other payers must be given the numbers regardless of whether recipients are required to file tax returns. Credit unions and other payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (i) you have been notified by the IRS that you are subject to backup withholding due to payee under reporting and you have not received a notice from the IRS that the backup withholding has been terminated or (ii) you provide us with an incorrect taxpayer identification number, the Credit Union is required to withhold payment, in part, of dividends or interest owing to you in amounts determined by the IRS and to pay interest or dividends withheld to the IRS.
2. **Inactive Accounts. We are required by law to preserve an Account that is inactive.** An Account is inactive if for more than one year there has not been a debit or credit to the Account because of an act by you or your agent (other than us) and you have not communicated with us. An Account is presumed abandoned if (i) the Account has been inactive for at least three years from the date of your last transaction on the Account or your last correspondence with us, and (ii) we are unable to locate you. If an Account is presumed abandoned, we are required to report the abandonment and to pay the funds in the Account to the State.
3. **Account Statements. You are responsible for promptly examining each Account statement.** Any objection that you may have respecting any unauthorized withdrawal, any payment order (including a wire transfer), or any other item or deposit shown on or missing from a statement, except for electronic funds transfer, will be waived unless made in writing to us, and received on or before the 30th day following the date the statement is mailed

or otherwise delivered, subject to applicable law. If you have a claim related to a substitute check, you must notify us in writing within 40 days of the time we mailed or otherwise delivered the substitute check or the Account statement showing the posting of the substitute check, whichever is later. You agree that we will not be liable for any unauthorized withdrawal, any payment order, any forged, unauthorized, or altered item drawn on or deposited to your Account, any item with missing signatures or indorsements, any missing or diverted deposit, or any other error or discrepancy if you fail to notify us within that 30-day period, nor will we be liable for any forged or altered item if the forgery or alteration is not readily ascertainable upon inspection. You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or as a result of any missing or diverted deposit, or due to any other error or discrepancy, unless you have provided us with notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you. Please refer to your Electronic Funds Transfer Agreement and Disclosures to determine your obligations in the event of unauthorized electronic funds transfer or other errors in connection with such transfers.

Unless we adopt alternative procedures from time to time, checks drawn on your Account will not be returned to you and copies of checks will be made available to you upon your request, subject to any fee disclosed on the Fee Schedule. You agree that your duty to examine statements promptly and your obligation to notify us in the event of any error is not waived or diminished in any respect by our retention of checks drawn on your Account.

You will receive an Account statement monthly for your Checking Accounts unless there is no activity on the Account in a given month, in which case you will receive an Account statement at least quarterly. You will receive an Account statement at least quarterly for your Savings Accounts. It is your responsibility to ensure that your statements are received, and you agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately if you fail to receive a statement for your Checking Accounts monthly, or a statement for your Savings Accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within ten days of that time, if you fail to receive your statement.

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

4. **Legal Process.** You agree that we may debit your Account for charges and costs, including attorney's fees, in connection with negotiations, responses, appearances, and the production of statements, items, or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment, or garnishment against your Account will be subject to our contractual lien set forth below, and you authorize us to exercise that contractual lien whether or not any outstanding obligation is in default, subject to applicable law.
5. **Contractual Lien.** Unless otherwise prohibited by applicable law or our policies and procedures, you may pledge all or any part of your shares and deposits as security for any loan. In addition to any lien we have as a matter of law, you grant us a contractual lien on all shares, deposits, and accrued dividends and interest in any Account in which you have an interest to the extent of any loans made to you and any other obligation of yours that you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the federal Truth in Lending Act. You are not giving a security interest in any shares or deposits in an IRA or any other Account, which if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. You agree that, if any such Account is a Joint or Multiple Party Account, the entire amount in such Account shall be subject to our lien and shall secure the indebtedness of each Owner owing to us. You agree that we may exercise our lien and apply the entire amount in any such Account against the indebtedness of any Owner owing to us notwithstanding the interest of any other Owner in the Account, and without notice. You agree to hold us harmless for all expenses and costs, including attorney's fees, that we may incur in defending or enforcing our right to exercise our lien against the indebtedness of any one or more Joint Owners, and you agree that we will not be liable for dishonoring checks or other

items where the exercise of our lien or any right of offset that may exist results in there being insufficient funds in the Account to honor such items. If we cash a check for you at your request over the counter and any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your Account. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness that you may owe to us whether as a borrower, co-maker, guarantor, or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien on shares and deposits shall not be construed so as to diminish or forfeit any security interest in or indebtedness secured by such residence, nor shall our lien be construed so as to permit the modification of any claim we may have under 11 U.S.C. §1322(b)(2), and to the extent that this lien is so construed, it is hereby waived and shall be void.

6. **Dispute Resolution.** If (i) we suspect that fraudulent misconduct is or has taken place with respect to any Account, (ii) we are notified that a party to an Account has died or is incompetent to manage his or her affairs, (iii) we have been notified that a dispute exists between or among parties to the Account or third parties with regard to their respective interests in the Account, (iv) there are competing claims to funds on deposit, or (v) we are in doubt concerning the respective interests of any parties to an Account or persons claiming an interest in the Account, we may restrict withdrawals from the Account until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent misconduct, or probate matter has been resolved by a court of competent jurisdiction or by written settlement agreement entered into by all parties to the Account and any third party making claim to funds in any such Account. You agree that we may recover any attorney's fees or costs expended in connection with the foregoing, which fees will be payable by you directly or out of the Account made the subject of any such doubt, dispute, misconduct, or probate proceeding, or out of any other Account in which you have an interest. You agree, further, that the Credit Union may impose withdrawal limitations on any of your Accounts at any time, including your ability to access your Accounts electronically or otherwise, if you are delinquent under any obligation you owe to the Credit Union.
7. **Power of Attorney.** We have the right to review and approve any form of power of attorney. We may refuse to accept a power of attorney if we act in accordance with applicable law. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive actual notice of revocation or termination. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct on a case-by-case basis when permitted by applicable law. Transactions involving custodial Accounts, such as withdrawals, deposits, and investment changes, may be made by an agent duly authorized pursuant to a durable power of attorney legally enforceable under applicable law if such power of attorney clearly and specifically authorizes such transactions, except that we will not accept the use of a power of attorney to effect changes to any beneficiary designations.
8. **Withdrawal of Services.** In the event that any member causes us a loss or makes known his or her intention to cause us a loss, whether by way of loan default, Account overdraft, or otherwise, or in the event that any Credit Union member has been abusive in the conduct of his or her affairs with the Credit Union, it is our policy to withdraw member services otherwise extended to that member, including but not limited to the right to maintain certain Accounts, the right to payment of certain dividends or interest, and the availability of electronic funds transfer services, and you agree that we may do so. To the extent allowed by applicable law and the Credit Union's Bylaws, your Credit Union membership may be terminated if you cause us a loss.
9. **Closing the Account.** Any party to an Account may close the Account at any time, except that no Joint Owner may close the Regular Share Account of a member or reduce the balance of any such Account below the par value of one share. Your right to close an Account is subject to any statutory or contractual lien existing in our favor and any legal process levied against any such Account. We may close any Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or in satisfaction of any obligation owing to us, in any manner we deem appropriate, if (i) any of the events set forth in the preceding paragraphs 6 or 8 should arise, (ii) we believe that we may suffer a loss if the Account is not closed or we believe that the volume of Account activity exceeds that which we can reasonably and safely process, (iii) we determine that any party to the Account or party claiming an interest in the Account has been abusive in the use of the Account or in the conduct of his or her affairs with the Credit Union, or (iv) there has been a change in Account

ownership or a change with regard to the persons authorized to sign on the Account. An Early Closure Administrative Fee may apply if the Membership Account is closed within one year of opening.

10. **Death or Incompetence of Account Owner.** We may continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account, and allow any other transactions with respect to an Account until we are notified of an Account Owner's death or of an adjudication of incompetence and we have a reasonable opportunity to act upon any such notice. Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving Account holder, once we are notified of a member's death or adjudicated incompetence, we may pay checks or items drawn by the Account Owner or other payment orders authorized by the Account Owner, until we receive notice of the Account Owner's death and have a reasonable opportunity to act on it. Upon the receipt of documentation or information suggesting an Account Owner may be incompetent, we may restrict the types or sizes of transactions we will permit on a case-by-case basis. In addition to the foregoing, we may pay checks drawn by the Account Owner for a period of ten days after the Account Owner's death, even if we are given notice of the death, unless we are ordered to stop payment by a person claiming an interest in the Account. We may require any person claiming an interest in the Account to indemnify us against any losses arising out of the payment of any such claim, and this Account Agreement will be binding upon the heirs or legal representatives of any deceased Account Owner or any Account Owner who is adjudicated incompetent. We may continue to pay dividends or interest on an Account following the death of an Account Owner. If any surviving Joint Owner is a member of the Credit Union, we may require that the Account be closed and that the funds be transferred to the surviving Joint Owner's Account.
11. **Attorney's Fees.** In addition to any other rights we may have at law or under this Agreement to recover fees and costs, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of this Agreement and the defense of any rights we may have under this Agreement, and you authorize the Credit Union to deduct any such fees and costs from your Account without prior notice to you.
12. **Amendment.** You agree that we may add to, change, or delete any of the terms of this Agreement, the Truth-In-Savings Account Disclosures and Rate and Fee Schedule, and any notice, agreement, or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.
13. **Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, or illegal, that provision will not affect the validity, enforceability, or legality of any other provision.

14. **Reopened Accounts.** Should your Account be closed one or more times by withdrawal of the balance of the Account, and later reopened by you, such reopened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new signature card or other Account agreement is signed.
15. **Governing Law.** This Agreement shall be governed by the Texas Credit Union Act, the Rules and Regulations of the Texas Credit Union Department, our Bylaws, and solely to the extent not pre-empted by federal law, the laws of the State of Texas. Venue is proper in Tarrant County, Texas.
16. **Checks.** Checks will not be returned to members. All requests for check copies are subject to a fee as set forth in the Rate and Fee Schedule.
17. **Credit Reports.** You authorize us to check your credit and employment history, and to request and use credit reports when considering any application to open an Account or any application for related financial services. We may also report our experience with you to credit bureaus. If you believe that information we have reported or may report to a credit bureau is inaccurate or incomplete, please notify us in writing at Texas Trust Credit Union, Attn: Collections Department, P.O. Box 2260, Mansfield, TX 76063-0047. Include your name, address, contact telephone number and Account number and identify the information you believe is incorrect. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.
18. **Member Complaint Notice.**  
If you have a problem with the services provided by this credit union, please contact us at:  
Texas Trust Credit Union  
P.O. Box 2260  
Mansfield, Texas 76063-0047  
(972) 263-5171

*The credit union is incorporated under the laws of the State of Texas and under state law is subject to regulatory oversight by the Texas Credit Union Department. If any dispute is not resolved to your satisfaction, you may also file a complaint against the credit union by contacting the Texas Credit Union Department through one of the means indicated below: In Person or U.S. Mail: 914 East Anderson Lane, Austin, TX 78752-1699, Telephone Number: (512) 837-9236, Facsimile Number: (512) 832-0278, Email: Complaints@CUD.Texas.gov, Website: www.CUD.Texas.gov*

## Funds Availability Policy

### Your Ability to Withdraw

Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day. The funds will then generally be available by the second business day after the day of deposit. Electronic direct deposits will be available on the day of deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written, honor other withdrawal items or pay fees assessed to your Account.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Our business hours and the days we are open for each of our branches is available at [www.TexasTrustCU.org/Branches](http://www.TexasTrustCU.org/Branches). In addition, our business hours and the dates of certain other holidays periodically declared by your Board of Directors are published in the Credit Union's newsletters. 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. Saturdays are not considered in determining the day a hold will be released.

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. These issues will affect the available balance and the ledger balance, in your account and

may cause your account to be overdrawn and increase overdraft transfer fees, overdraft privilege fees or insufficient funds (NSF) fees that you incur.

If you have any questions, be sure to ask us. Longer delays may apply. In some cases, we will not make all of the funds that you deposit by check available to you on the business day of your deposit. This type of hold is called a case-by-case hold and the funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposits subject to a case-by-case hold will be available on the first business day except for deposits made at an ATM or otherwise not in person. In addition, the first \$225 will not be available on the first business day for deposits subject to Exception Holds.

If we are not going to make all of the funds from your deposit available on the business day of 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 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.

### Exception Holds

In addition to case-by-case holds as described above, 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 communications or computer equipment.

This type of hold is called an exception hold. 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. The first \$225 of your deposit will generally not be available for withdrawal on the first business day when your deposit is subject to an exception hold. Deposits subject to an exception hold will generally be available no later than the seventh business day after the day of your deposit.

Foreign items in U.S. or foreign currency and drawn on or payable through depository institutions outside the United States are accepted for collection only and are not subject to this Funds Availability Policy. We generally receive funds from foreign items taken for collection within three to six weeks. We will notify you when the funds for an item taken for collection have been received and deposited to your Account.

### Holds on Other Funds

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.

### 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 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 day of your deposit if the deposit meets certain conditions. For example, The checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. Funds from deposits that are not otherwise required to be made available on the same business day will be available by the seventh business day. Deposits of checks to a new account are not subject to the first \$225 cash availability requirement.

### NSF Fees Incurred Due to Delayed Availability of Funds

If we place a hold on your check deposit, and we fail to notify you of the delayed availability, you will be entitled to a refund of any related overdraft or returned check fees assessed if the check subject to the delay is paid.

### Substitute Checks and Your Rights

Important Information about Check 21 and Your Credit Union Deposit Accounts

**Note:** *The following information applies only to consumer deposit Accounts which are used primarily for a personal, family, or household purpose.*

### What is a Substitute Check?

To make check processing faster, a federal law called the Check 21 Act permits financial institutions to replace original checks or share drafts 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 share drafts 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 share drafts 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 a dividend-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns 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 in writing at Texas Trust Credit Union, Attn: AVP of Deposit Operations, P.O. Box 2260, Mansfield, TX 76063-0047. 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: check number, the name of the person to whom you wrote the check, and the amount of the check.

## Electronic Funds Transfer Agreement and Disclosures

### Agreement

1. **Issuance of Card or Personal Identification Number.** In this Agreement and Disclosures ("Agreement"), the words "you," "your," and "party" refer to any person to whom a Texas Trust Credit Union Debit Mastercard or Debit Business Mastercard (collectively, "Card") is issued, any person to whom a Personal Identification Number ("PIN") or Access Code is issued in connection with any such Card or other electronic fund transfer service, any person authorized to use or given access to use to any such Card or PIN or Access Code, and any owner on any Credit Union account ("Account") which may be accessed by the Card or the PIN or Access Code. The words "we," "us," "our," and "Credit Union" refer to Texas Trust Credit Union. You agree that any use of a Card or a

PIN or Access Code by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of your Membership and Account Agreement with us, which is incorporated into this Agreement by reference. Capitalized terms appearing herein but not defined shall have the same meaning as in the Membership and Account Agreement. If the terms of this Agreement should be interpreted to conflict with any other agreement you have with us, the terms herein shall control. You may not transfer an issued Card to another person, nor may you assign this Agreement without our written consent.

2. **Overdrafts.** You agree that you will not use your Card and PIN or Access Code to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there is not a sufficient available balance in your Account. If your Account has a ledger balance reduced by the overdraft adjustments that is sufficient for one or more but not all checks, withdrawal orders, or items or electronic funds transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic funds transfer in any order that we choose in our sole discretion including honoring first any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there is not a sufficient ledger balance minus the overdraft adjustments thereafter. If you have overdraft coverage (whether Overdraft Protection or Overdraft Privilege) with us, you agree that your use of the Card and PIN shall be subject to the overdraft and overdraft coverage provisions of the Membership and Account Agreement and the Overdraft Coverage Options as in effect at the time the transaction is presented to the credit union for payment.
3. **Card, PIN and Access Code Security.** Each Card that we issue to you must be signed by the person authorized to use the Card. You agree to keep your Card and PIN and Access Codes in a place of safekeeping, to refrain from disclosing your PIN and Access Codes to any third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN and Access Codes in such a manner that it will be accessible by third parties. You agree that the use of the Card or PIN or Access Code by (i) you, (ii) any other applicant, (iii) any party to any of your Accounts which may be accessed by the Card, (iv) anyone you permit or authorize to use your Card or PIN or Access Code, and (v) anyone to whom you disclose your PIN or Access Code or give access to your Card or PIN or Access Code shall be deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss or theft of your Card or PIN or Access Code to us as soon as possible after the loss or theft. Our security procedures include the requirement of a PIN, Access Code or signature verification for each transaction. If a Debit Business Mastercard is issued in connection with a Business Account, as an additional security measure, you agree to regularly instruct and require each Authorized Signer to (i) sign the Card and any renewal or replacement Cards immediately upon receipt, (ii) keep the Card and PIN separate, in a place of safekeeping, and in the Authorized Signer's sole possession, (iii) refrain from disclosing the PIN to any unauthorized third party or writing the PIN on the Card, (iv) use the Card or PIN for business purposes only and only as authorized by us from time to time, (v) retain all transaction receipts (never throw them in the trash, leave them at the transaction site, or otherwise make them available to unauthorized persons) and promptly verify receipts and other transactions against your Account statement, (vi) immediately report all crimes to us or a law enforcement official, and (vii) immediately report the loss or theft of your Card or PIN or any known or suspected unauthorized use of the Card or PIN to us. Business Account Owners agree to notify us immediately when you terminate an Authorized Signer's rights to use the Card and promptly return the Card to us. You acknowledge and represent that these security procedures provide a commercially reasonable degree of protection against unauthorized use of the Card and PIN in view of your business or organization's particular circumstances. We assume no duty to discover any breach of security by you or any Authorized Signer or any unauthorized disclosure or use of a PIN.
4. **Surrender, Cancellation, and Amendment.** You agree to surrender your Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may cancel this Agreement at any time, subject to such notification as may be required by applicable law. If a Card is not used for a period of more than one year, we may revoke authorization for the Card without notice. You may terminate this Agreement or any Authorized Signer's Card privileges at any time by notifying us in writing. Your notice will be effective after we have received it and had a reasonable opportunity to act upon it. You agree to obtain the Card from any Authorized Signer whose Card privileges are terminated and return it to us promptly. You will remain liable for transactions completed by an Authorized Signer before termination. You also agree that we may add to, change, or delete the terms of this Agreement and Disclosures from time to time, subject to such notification as may be required by applicable law. Use of a Card or PIN or Access Code following notice of an amendment constitutes your acceptance of the amended terms. We may not give you advance notice of a change in terms to this Agreement and Disclosures if an immediate change is necessary in order to maintain or restore the security of our Card services or your Account. Any modification or waiver of your obligations or of our rights under this Agreement must be made in writing and signed by us to be effective.

5. **Business, Organization, and Association Accounts.** You acknowledge and agree that the Card and any PIN or Access Code provided to you may be used for business purposes only and may not be used for personal, household, or family purposes. You agree to implement reasonable measures to ensure that any Card and PIN and Access Code are used for business purposes only.
6. **Debit Mastercard and Debit Business Mastercard Transactions.** Each Card issued to you must be signed by the person authorized to use the Card. By signing, using, or allowing another person to use your Card, you agree to be bound by the terms on the back of the Card and the terms appearing in this Agreement and Disclosures. Your use of the Card for purchases or obtaining cash at merchant locations will result in debits to your Account, and you may not defer payment of these debits as with credit card transactions. You may be asked to sign a sales slip, withdrawal slip or other document, or just provide your card number. The Credit Union is not liable for the refusal or inability of any electronic terminal, merchant or financial institution to honor the Card or to complete a withdrawal from your Account or for their retention of the Card. The transaction amount including any charges imposed by the merchant, financial institution, or Credit Union will be deducted from the Account. We may debit or place a hold on your Account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier. If a merchant or other financial institution requests an authorization for a transaction, we may place a hold on funds in your Account for up to seven days for the authorized transaction amount. As a result, you will not have access to the funds on hold other than for the transaction authorized for the period of the hold. Furthermore, because your Card is a debit card and not a credit card, if you have a problem with the quality of property or services that you have purchased with your Card, you will have to settle the matter directly with the merchant.
7. **Notices.** You agree to notify us immediately if your address or telephone numbers change. Except as otherwise provided in this Agreement and Disclosures, all notices and other communications shall be in writing and delivered by first class mail. Written notices to the Credit Union shall be delivered to the address appearing in the Disclosures below. Notices to the Account Owner shall be delivered to Account Owner's address of record on file with the Credit Union. Either party may change its contact information for receiving notices by notifying the other party in accordance with this section.

## Disclosures

The following Disclosures are provided for the benefit of consumers pursuant to the Electronic Funds Transfer Act and Federal Reserve Board Regulation "E." The Act and Regulation do not apply to business, association, or organization Accounts.

**Note to Business, Association, and Organization Account Holders:** If you are a Business Account holder, Section 9 below does not apply to you (except for the Debit Business Mastercard zero liability rules). Please refer to Sections 10 and 11 for Business' liability for unauthorized use of an electronic funds transfer service and the Credit Union's liability under the Agreement and Disclosures.

The remainder of the Electronic Funds Transfer Act Disclosures are provided for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation to Business Accounts.

1. **Transfer Types.** The following electronic fund transfer services are available:
  - a. Debit Mastercard and Debit Business Mastercard
    - i. Account Access
      - ▶ You may use your Card and PIN to:
        - ▷ Pay for purchases at places that have agreed to accept the Card.
        - ▷ Obtain cash from a merchant, if the merchant permits, or from a participating financial institution.
      - ▶ Your Card also functions as an automated teller machine (ATM) card. Business Accounts must maintain a Checking Account in good standing with us in order to have ATM access to Business Savings Account(s) using the Card. Using your Card and PIN, you may access your Accounts and perform the following transactions at ATMs:
        - ▷ Withdraw cash from your Checking and Savings Accounts;
        - ▷ Transfer funds between your Checking and Savings Accounts;

- ▷ Obtain balances for your Checking and Savings Accounts.

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

ii. Transfer Limitations

We reserve the right to limit the amount or frequency of withdrawals or transfers and to impose other limits or restrictions on the use of your Card, subject to such notification as is required by applicable law.

Please refer to our Fee Schedule accompanying this Agreement and Disclosures for a disclosure of daily limits for point-of-sale transactions and cash advances.

- ▶ You may not conduct point-of-sale transactions from your Savings Account(s).
- ▶ These limits may be lower for ATMs owned by third parties with different rules or by merchants. The types of transactions or amounts that may be withdrawn at ATMs may vary from machine to machine.
- ▶ You may transfer amounts up to the available balance in your Account at the time of the withdrawal or transfer.
- ▶ Occasionally, we may allow you to withdraw more than the daily limitations disclosed in our Fee Schedule. You agree that you will not withdraw more than the amount of the available balance in your Account(s). However, if we allow you to use your Card to withdraw an amount exceeding the ledger balance reduced by the overdraft adjustments in your Account(s), you will be responsible for all amounts you owe to the Credit Union including overdrafts and fees.

Please see the Transfer Limitations section for important information concerning Card transfer limitations.

b. VIPS - Voice Information Phone System

i. Account Access

- ▶ You may use your Access Code to:
  - ▷ Obtain balances on all Accounts, including Savings, Checking, Certificates of Deposit, and all loans except mortgage and business loans;
  - ▷ Transfer funds between your Savings and Checking Accounts;
  - ▷ Make loan payments from your Savings and Checking Accounts to all loans except mortgage or business loans.
  - ▷ Find out if certain checks have cleared;
  - ▷ Find out the last 10 deposits, last 10 ATM transactions, last 10 ACH deposits, last 10 ACH withdrawals, last 10 payroll deposits, or find out last 10 checks cleared;
  - ▷ Find out year-to-date dividends, last dividend, and prior year dividends;
  - ▷ Find out your year-to-date interest paid on loans and prior year interest paid on loans;
  - ▷ Request that a withdrawal by check from your Savings Account be mailed to the address listed for your Account;
  - ▷ Request an advance on your line-of-credit, if applicable.

Please see the Transfer Limitations section for important information concerning VIPS transfer limitations.

c. Online Banking

i. Account Access

- ▶ You may use your Access Code to:
  - ▷ Obtain balances on all Accounts, including Savings, Checking, Certificates of Deposit, and all loans;
  - ▷ Transfer funds between your Savings and Checking Accounts;
  - ▷ Make loan payments from your Savings and Checking Accounts;
  - ▷ Find out if certain checks have cleared;
  - ▷ Find out year-to-date dividends, last dividend, and prior year dividends;

- ▷ Find out your year-to-date interest paid on loans and prior year interest paid on loans;
- ▷ Find out the current Annual Percentage Rate on loans;
- ▷ Find out the current Annual Percentage Yield on Savings Accounts, Checking Accounts, and Certificates of Deposit;
- ▷ View a summary of all your deposits and loan account balances;
- ▷ Review Account history of Savings Accounts, Checking Accounts, Certificates of Deposit, and Loan Accounts.

Please see the Transfer Limitations section for important information concerning Online Banking transfer limitations.

d. Bill Payment Service

- ▶ You may arrange to have bills paid from your Checking Account through the Bill Payer service. Your contractual arrangement for the Bill Payer Service provides for additional terms, conditions, disclosures and limitations.

Please refer to the Terms and Conditions of the Bill Payment Service for more information.

e. Direct Deposit and Preauthorized Withdrawal Transfers

- ▶ You may make arrangements for certain direct deposits to be accepted into your Checking or Savings Accounts or to pay certain recurring bills from your Checking or Savings Accounts.

Please see the Transfer Limitations section for important information concerning preauthorized withdrawal transfers.

f. Electronic Check Conversion

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

2. **Fees.** Please refer to our Rate and Fee Schedule accompanying this Agreement and Disclosures for a disclosure of fees and charges that apply in connection with your use of Electronic Funds Transfer services. In addition to the fees disclosed on our Rate and Fee Schedule, when you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or any network used. And you may be charged an additional fee for a balance inquiry even if you do not complete a funds transfer.

3. **Business Days.** Our business days are Monday through Saturday, excluding federal holidays.

4. **Documentation.**

- a. Terminal Transfers. You can get a receipt at the time you make any transfer to or from your Account using an ATM or a point of sale terminal.
- b. Periodic Statements. You will receive a monthly Account statement from us unless there are no transfers in a particular month. In any case, you will receive an Account statement from us at least quarterly unless your Account has been inactive for at least one year.
- c. Direct Deposits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.

5. **Preauthorized Payments.**

- a. Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So. If you have arranged in advance to make regular payments from your Account, you can stop any of these payments. Here's how:

- ▶ Call us at (972) 263-5171 or write to us at Texas Trust Credit Union, P.O. Box 2260, Mansfield, TX 76063-0047, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge a fee as set forth in our Rate and Fee Schedule for each stop payment order you give.  
You may not stop payment of transactions performed with a Card, even if the transaction has not yet posted to your Account.
- b. **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- c. **Liability for Failure to Stop Payment of Consumer Preauthorized Transfer.** For consumer Accounts only, if you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages. We will not be liable for your losses or damages, however:
- ▶ If, through no fault of ours, you do not have a sufficient ledger balance reduced by the overdraft adjustments in your Account to make the transfer.
  - ▶ If the transfer would go over the credit limit of any line of credit that you have designated for use in providing overdraft protection on your Account.
  - ▶ If the ATM machine where you are making the transfer does not have enough cash.
  - ▶ If the point-of-sale terminal system was not working properly and you knew about the breakdown when you started the transfer.
  - ▶ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.  
*There may be other exceptions stated in our Agreement with you.*
6. **Contact in Event of Unauthorized Transfer.** If you believe your Card or PIN or Access Code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call: (972) 263-5171, or (800) 527-3600, or write:  
Texas Trust Credit Union  
P.O. Box 2260  
Mansfield, TX 76063-0047
- You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
7. **Confidentiality.** We agree to maintain your financial information as confidential and will exercise the same standard of care and security to protect your information as we use to protect our own confidential information. We may, however, disclose information to third parties about your Account or the transfers you make:
- ▶ Where it is necessary for completing transfers, or
  - ▶ In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
  - ▶ In order to comply with government agency or court orders or as otherwise required by law, or
  - ▶ If you give us your written permission.
8. **Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting.** Tell us immediately if you believe your Card or PIN or Access 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. 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).
- a. For Point-of-Sale Transactions with Your Debit Mastercard or Debit Business Mastercard. If you believe your Card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card or PIN without your permission. This zero liability limitation does not apply unless (i) you have exercised reasonable care with the Card, (ii) you have not reported two or more incidents of unauthorized use on your Account within the preceding 12 months, and (iii) your Account is in good standing. This limitation also does not

apply to ATM transactions or if the PIN was used as the cardholder verification method for the unauthorized transaction. If you do not meet these conditions and you are a consumer cardholder, your liability will be determined under the standards set forth in subsection (b). Businesses not meeting the conditions above are subject to unlimited liability for unauthorized Card use.

Note to Business, Association, and Organization Accounts: The following consumer liability limitations do not apply to Business Accounts.

- b. For All Other Transactions. For consumer Debit Mastercard transactions in which zero liability does not apply, and for all other types of consumer electronic funds Transfer transactions, if you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN or Access Code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN or Access Code, and we can prove we could have stopped someone from using your Card or PIN or Access 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, PIN, Access 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.

9. **Business, Association, and Organization Account Liability for Unauthorized Use.** You acknowledge and agree that the issuance of a Card and/or a PIN or Access Code in connection with a Business Account affords ready access to the Account by the person or persons authorized by the Account Owner, as well as any other persons who are provided access to the Card or PIN or Access Code or who otherwise obtain the Card or PIN or Access Code whether by way of negligence, theft, collusion, or otherwise. As a result, except as otherwise expressly provided in the Agreement and Disclosures, you acknowledge and agree that the Account Owner and all persons authorized by the Account Owner to receive a Card or PIN or Access Code, are jointly and severally liable for their use and that we will not be liable for any loss resulting from the unauthorized use of the Card or a PIN. The Account Owner and all of the Authorized Signers jointly and individually agree to indemnify, release, and hold us harmless from any claims, demands, expenses, losses, or damages, including legal fees and expenses, arising out of, resulting from, or directly or indirectly related to the issuance or use of any Card or PIN or Access Code pursuant to this Agreement. You acknowledge and agree that you will not have the benefit of any consumer law limiting your liability with respect to unauthorized use of the Card or PIN or Access Code.
10. **Credit Union's Liability.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:
- ▶ If, through no fault of ours, you do not have a sufficient available balance in your Account to make the transfer.
  - ▶ If the transfer would exceed the credit limit of any line of credit that you have designated for use in providing overdraft protection on your Account.
  - ▶ If the terminal or system where you are making the transfer does not have enough cash;
  - ▶ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
  - ▶ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Agreement with you.
- For Business Accounts, we will only be liable under this Agreement if you prove that our failure was caused by our willful misconduct or gross negligence and that you incurred actual damages. You agree to hold us harmless from any costs or damages that we sustain as a result of carrying out your instructions.

IN NO EVENT WILL WE BE LIABLE TO A BUSINESS, ASSOCIATION, OR ORGANIZATION FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUES,



EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THEM.

11. **In Case of Errors or Questions about Your Electronic Transfers.** Call or write us at the telephone number or address listed in these Disclosures 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 (15 days for Business Accounts) after we sent the FIRST statement on which the problem or error appeared.
- ▶ Tell us your name and Account number.
  - ▶ 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.
  - ▶ Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

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

12. **Debit Mastercard, Debit Business Mastercard, and Mastercard Credit Card Currency Conversion.** If you effect an international transaction with your Card, Mastercard International will convert the charge into a U.S. dollar amount. Mastercard International will use its currency conversion procedure, which is disclosed to institutions that issue Mastercard cards. Currently, the currency conversion rate used by Mastercard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account.
13. **Illegal Transactions.** You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN, and you agree to indemnify and hold the Credit Union and Mastercard International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.
14. **ATM Safety Precautions.** Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lit. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

## Arbitration Provision

Texas Trust has adopted an arbitration provision in an effort to protect its members and their assets. As a not-for-profit, member-owned financial cooperative, Texas Trust always strives to work with its members directly to resolve any issues. To implement this value, Texas Trust has amended the arbitration provision below to include a mandatory informal dispute resolution process that must be followed **before** any arbitration under this agreement can be commenced.

### MANDATORY INFORMAL DISPUTE RESOLUTION PROCESS

You agree that you will not initiate or attempt to initiate an arbitration or any lawsuit against the Credit Union regarding disputes arising out of or relating to your Accounts until you have completed **both** of the following steps:

- (1) you provide to the Credit Union a written explanation of the facts supporting your individual claim and of the specific relief that you are requesting, with supporting documentation for your claim and any damages you seek to recover; **and**
- (2) you personally participate in and complete a settlement conference with a representative of the Credit Union in a good faith effort to resolve your claim.

Your written explanation and documentation of your claim shall be sent to the Credit Union via postal mail to P.O. Box 2260, Mansfield, TX, 76063-0047. The settlement conference shall occur in person or by telephonic or video conference, at your option, at a mutually convenient time during the Credit Union's regular business hours not sooner than 10 business days after and not later than 20 business days after the Credit Union actually receives your written explanation of your claim. If the Credit Union, in its sole discretion, decides it is necessary to take additional time to investigate the facts regarding your claim, it may adjourn the settlement conference for a reasonable period, with the conference to resume not later than 15 business days after it was adjourned.

You agree that until and unless you have completed the above required informal dispute resolution process, no arbitration service provider and no arbitrator shall have jurisdiction or authority to do any of the following: (1) accept from you any statement of claim, filing fee or other document intended to initiate or commence an arbitration, (2) require you or the Credit Union to pay any filing fees, administration charges, deposits, or other amounts charged for commencing, conducting, or administering an arbitration on your claim, (3) commence, conduct, administer, enter any scheduling orders, grant any relief or enter any interim or final award in arbitration on your claim.

### Binding Arbitration and Class Action Waiver

**RESOLUTION OF DISPUTES BY ARBITRATION:** THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**Agreement to Arbitrate Disputes.**

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the “FAA”).

**Disputes Covered by Arbitration.**

Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as “Claims”.

An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court’s jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

**No Class Action or Joinder of Parties.**

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Right to Reject this Resolution of Disputes by Arbitration provision.**

You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the opening of your account. To opt out, send us written notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address: P.O. Box 2260, Mansfield, TX 76063

Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

**The Arbitration Proceeding.**

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

**Costs.**

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. The arbitrator may award those filings and other fees to us if the arbitrator determines your claim is frivolous. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Right to Resort to Provisional Remedies Preserved.**

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**Severability, Survival.**

These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

**Applicability.**

Arbitration will not apply to Your Account as long as You are an active duty Service Member.