

Electronic Funds Transfer  
Agreement and Disclosures

**TEXAS**  
**TRUST**  
C R E D I T U N I O N



# 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 are insufficient funds in your Account. If your Account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic funds transfer 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 are insufficient funds available thereafter. If you have overdraft protection with us, you agree that your use of the Card and PIN shall be subject to the overdraft and overdraft protection provisions of the Membership and Account Agreement.
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 three 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 - Note to Business, Association, and Organization Account Holders.**

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. 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:

Debit MasterCard and Debit Business MasterCard 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.

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 Rate and 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 balance of the available funds 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 Rate and Fee Schedule. You agree that you will not withdraw more than the amount of funds available in your Account(s). However, if we allow you to use your Card to withdraw an amount exceeding the available funds in your Account(s), you will be responsible for all amounts you owe to the Credit Union.

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

### **VIPS - Voice Information Phone System**

**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.

### **Online Banking**

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.

### **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.

### **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.

### **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. Transfer Limitations for Membership/Regular Share Accounts.**

Federal law provides that during any monthly statement cycle, you are permitted or authorized to make no more than six withdrawals and/or transfers from your Savings Account(s) to another internal or external account by means of a preauthorized transfer, check, draft, debit card, or other order made by the depositor and payable to third parties. If you have automatic overdraft protection from your Savings Account, VIPS, or Online Banking services with us, transfers from your Savings Account using these services count toward this limitation. Transfers and

withdrawals performed in person or at an ATM are not included in this transfer limitation. If you exceed this transfer limitation, your Account may be subject to closure.

**3. 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.

**4. Business Days.**

Our business days are Monday through Saturday, excluding federal holidays.

**5. 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.

**6. 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 TXTCU, 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 enough money in your Account to make the transfer.
  - If the transfer would go over the credit limit on your overdraft line.
  - 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.

**7. 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.

**8. 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:

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

**9. 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.

**10. 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.

**11. 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 enough money in your Account to make the transfer.
- If you have an overdraft line of credit with us and the transfer would exceed your credit limit.
- 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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 lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

**TEXAS**  
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CREDIT UNION

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