

# ACCOUNT AGREEMENT

PRIVACY NOTICE

MEMBERSHIP AND ACCOUNT  
AGREEMENT

FUNDS AVAILABILITY DISCLOSURES

**TEXAS**  
**TRUST**  
CREDIT UNION



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## PRIVACY NOTICE

|              |   |
|--------------|---|
| <b>FACTS</b> | 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> | The types of personal information we collect and share depend on the product or service you have with us. This information can include:<br>-Social Security Number and Income<br>-Account balances and Payment History<br>-Credit History and Credit Scores   |
| <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 member's 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? |
|--|-------------------------|-----------------------------|
| For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | YES                     | NO                          |
| For our marketing purposes - to offer our products and services to you   | YES                     | YES                         |
| For joint marketing with other financial institutions  | YES                     | YES                         |
| For our affiliates' everyday business purposes - information about your transactions and experiences   | YES                     | NO                          |
| For our affiliates' everyday business purposes - information about your creditworthiness   | YES                     | YES                         |
| For our affiliates to market to you  | YES                     | YES                         |
| For non affiliates to market to you  | YES                     | YES                         |

|                             |   |
|-----------------------------|---|
| <b>To limit our sharing</b> | <p>-Call 972.263.5171 - our menu will prompt you through your choice(s) or<br/>-Visit us online:<br/><a href="http://TexasTrustCU.org/contact">TexasTrustCU.org/contact</a></p> <p>Please note: If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p> |
| <b>Questions?</b>           | Call 972.263.5171 or visit <a href="http://TexasTrustCU.org/contact">TexasTrustCU.org/contact</a>   |

| Who we are                    |                          |
|-------------------------------|--------------------------|
| Who is providing this notice? | Texas Trust Credit Union |

| 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> </ul> State laws and individual companies may give you additional rights to limit sharing. |
| <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. We may also enter into agreements in the future with other companies that offer additional financial products and services for you to consider.</li> </ul> |
| <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. |  |

## 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 and Rate 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 Rate and Fee Schedule, the disclosures appearing in the Truth-in-Savings Account Disclosures and Schedule will control. The Truth-In-Savings Account Disclosures and Rate and Fee Schedule are incorporated into this Agreement. 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 presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas 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 presentment 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. 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 sufficient funds on deposit to cover one or more, but not all of the checks or other withdrawal orders presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion, including honoring first any withdrawal orders or checks payable to us and dishonoring or refusing any other item or withdrawal order for which there are insufficient funds available 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 funds in your Account at all times sufficient to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment against the applicable Account. We are under no obligation to pay any order or item (i) the amount of which exceeds the available balance in the Account upon which the order was made or the item was drawn, or (ii) that would exceed limitations imposed upon the applicable Account under our

policies and procedures, or under applicable law, including Federal Reserve Board Regulation D. In the event that we do pay any such item, we will not waive our right to dishonor any subsequent items presented. If we do pay an item, the amount of which exceeds the balance in the Account upon which it is drawn, or if any item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees that we might assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of social security or other government benefits), to withhold or to transfer funds from any other Account to which you are party in amounts sufficient to cover any overdraft and overdraft 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 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 cover any overdrawn balance.

In the event that you write a check, authorize an ACH debit, authorize a point of sale transaction using your PIN or signature, or take any other action that would result in an Account becoming overdrawn, such check, authorized point of sale transaction, or any other action taken shall be deemed to be a request by you to us to transfer available funds from your Regular Share Account or other designated account, or if applicable, to make an advance on your Texas Trust Line of Credit Account with us, in increments that we deem sufficient to pay such check or point of sale transaction or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best efforts to transfer funds to your Checking Account from your Regular Share or other Account in the manner you have specified. A fee may be charged for overdraft protection as set forth in the Rate and Fee Schedule. If sufficient funds to pay a check or ACH debit are not available, then any such item presented will be returned to the payee due to insufficient funds and a charge will be made to your Account in such amounts as we may establish from time to time. If sufficient funds to pay point of sale transactions that have been authorized are not available at the time of posting, the item will be paid resulting in a negative Account balance. Each party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other party to such Account. During any statement period you may not make more than six withdrawals or transfers from your Regular Share Account to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic (including data transmission) agreement, order, or instruction. Overdraft protection transfers from your Regular Share Account are counted against this limitation. If you exceed this limit, your Account may be subject to a fee or closure. 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 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 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 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 incur a charge, which is set forth on the Rate and 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. **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 Home 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.
4. **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.

5. **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.
6. **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.
7. **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.

8. **Power of Attorney.** You agree that we shall be under no obligation to recognize and honor any power of attorney that authorizes someone to deal with your Account on your behalf. 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.
9. **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.
10. **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.
11. **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. 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.
12. **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.
13. **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.

14. 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.
15. 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.
16. 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 preempted by federal law, the laws of the State of Texas. Venue is proper in Tarrant County, Texas.
17. Checks. Checks will not be returned to members. A member with a Checking Account is allowed to receive two free check copies per statement period. All other requests for check copies are subject to a fee as set forth in the Rate and Fee Schedule.
18. 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.
19. 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 at: 914 East Anderson Lane, Austin, TX 78752-1699, Telephone Number: (512) 837-9236,  
Website: [www.cud.texas.gov](http://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.

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 are set forth on the last page of this booklet. 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.

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 \$200 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 \$200 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 \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of 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 \$200 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 \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 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 \$200 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

Notice -- 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: Manager of Accounting Services, 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.









# TEXAS TRUST

CREDIT UNION

MAIN PHONE:

972.263.5171 (metro)  
903.675.9221 (Athens)

Find a branch or ATM near you at:

[TexasTrustCU.org/branches](http://TexasTrustCU.org/branches)



Federally insured by NCUA

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