

## CONSUMER DEPOSIT AGREEMENT FOR FIRST COMMUNITY CREDIT UNION

In this Agreement, the words "you", "your", "Party" and "Owner" mean any and all persons or entities who sign a Membership Application or any other application in connection with the opening of any account with First Community Credit Union (FCCU), including any application for membership, any Joint Owner, 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 First Community Credit Union and FCCU. You authorize us to establish one or more accounts for you and on your behalf 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 or savings account, any checking account, any money management account and any certificate 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 with regard to any such account. You also acknowledge receipt of and agree to be bound by our Truth-In-Savings Rate Sheet 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 Deposit Agreement and the disclosures set forth in the Truth-In-Savings, Rate Sheet and Fee Schedule, the disclosures appearing in those schedules will control. The Truth-In-Savings Rate Sheet and Fee Schedules are incorporated into this Agreement. This Agreement is incorporated into and made a part of any application or other document executed in connection with the opening or use of any account. Unless any other account agreement you have with us specifically provides otherwise, this Agreement supersedes any other account agreement you may have with us and, in the event of any conflict between the provisions of this Agreement and any other such agreement, the terms and conditions set forth in this Agreement will control.

### TRUTH-IN-SAVINGS DISCLOSURES COMMON TO ALL CREDIT UNION CONSUMER ACCOUNTS

- 1. Annual Percentage Yield (APY).** The Annual Percentage Yield is a percentage rate reflecting the total amount of dividends or interest paid on an account, based on the dividend or interest rate and the frequency of compounding for a 365-day period. For certificate of deposit accounts, the APY assumes interest remains in the account until maturity. A withdrawal will reduce earnings. All accounts must remain open through the end of the dividend period or maturity date to be paid the accrued dividends or interest.
- 2. Rate Information.** Dividend rates on your Credit Union savings accounts, checking accounts, and money management accounts, and interest rates on your certificates of deposit are disclosed on the Truth In Savings Rate Sheet, which accompanies this Deposit Agreement. The dividend rate and APY disclosed for each of your savings, checking and money management accounts reflect the dividend rate and APY as of the last dividend declaration date. The interest rate and APY disclosed for each one of the certificate of deposit accounts reflect the rate and APY that were offered within the most recent seven calendar days and were accurate as of the date set forth on the Rate Sheet. Call the Credit Union at 281.856.5300 to obtain current rate information.
  - (a) Savings Accounts.** The dividend rate on your savings accounts may change quarterly as determined by the Credit Union Board of Directors. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.
  - (b) Checking and Money Management Accounts.** The dividend rate on your checking accounts and money management accounts may change monthly as determined by the Credit Union Board of Directors. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.
  - (c) Certificates of Deposit.** You will be paid the disclosed rate and APY for the term of your certificate of deposit.
- 3. Fees and Charges.** The fees and charges, which may be assessed against your accounts, are disclosed on the Fee Schedule, which accompanies this Deposit Agreement.
- 4. Consumer Account Balance Computation Method.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.
- 5. When Dividends or Interest Begins to Accrue.** Dividends will begin to accrue on the business day you deposit cash and non-cash items (such as checks) to your account.
- 6. National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
- 7. Bylaw Requirements.** An applicant eligible for membership may be admitted to membership in First Community Credit Union upon payment of a membership fee, if any, as set by the Board of Directors and by establishing the minimum deposit balance established by the Board of Directors. A member whose obligations are defaulted and charged off as a loss automatically forfeits membership when that member's shares are applied toward the balance of that obligation. Shares may be transferred only from one member to another by written instrument or in such form as the Credit Union may prescribe. A reasonable fee for each transfer may be required by the Board, as set forth in the Fee Schedule accompanying this Agreement.
- 8. Par Value of Shares.** The par value of a regular share in this Credit Union is \$5.00.

### TRUTH-IN-SAVINGS DISCLOSURES FOR SPECIFIC CREDIT UNION ACCOUNTS

#### 1. PRIMARY SAVINGS ACCOUNTS.

**Account Description.** A Primary Savings is required to establish membership and must remain open in order for you to be eligible for other accounts. A minimum daily balance of \$5.00 must be maintained in all Primary Savings in order to retain your membership in First Community Credit Union. If that minimum balance is not maintained, you may be terminated from membership at the end of the next dividend period.

**Transaction Limitations.** For all Primary Savings, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days notice prior to withdrawal or transfer of funds.

**Compounding and Crediting of Dividends.** Dividends on Primary Savings will be compounded daily and credited quarterly.

**Dividend Period.** For all Primary Savings, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

##### (A) Regular Savings Account.

- (i) Account Description.** Regular Savings is the Primary Savings necessary to establish and maintain membership in the Credit Union unless your membership is established under one of the special Primary Savings set forth below.
- (ii) Minimum Balance Requirements.** The minimum balance to open and maintain this account is \$5.00. You must maintain a minimum daily balance of \$100.00 in your account in order to earn the initial APY set forth in the Rate Sheet. After the 33 months of membership, if you maintain no other account besides savings, there has not been any activity and your minimum daily balance remains at \$5.00, you will be charged a monthly fee as set forth in the Fee Schedule. At 36 months with no activity, your membership will be closed.

##### (B) Prime Time Savings Account.

- (i) Account Description.** Prime Time Savings is available for primary members sixty-five (65) years of age or over.
- (ii) Minimum Balance Requirements.** The minimum balance to open and maintain a Prime Time Savings is \$5.00. A minimum daily balance of \$100.00 must be maintained in any such account in order to earn the initial APY set forth in the Rate Sheet. After the 33 months of membership, if you maintain no other account besides savings, there has not been any activity and your minimum daily balance remains at \$5.00, you will be charged a monthly fee as set forth in the Fee Schedule. At 36 months with no activity, your membership will be closed.

##### (C) U First Savings Account.

- (i) Account Description.** U First Savings is available for members ages 18 through 25.
- (ii) Minimum Balance Requirements.** The minimum balance to open and maintain a U First Savings is \$5.00. A minimum daily balance of \$5.00 must be maintained in any such account in order to earn the initial APY as set forth in the Rate Sheet. After the 33 months of membership, if you maintain no other account besides savings, there has not been any activity and your minimum daily balance remains at \$5.00, you will be charged a monthly fee as set forth in the Fee Schedule. At 36 months with no activity, your membership will be closed.

##### (D) Level Up Teen Savings Account.

- (i) Account Description.** Level Up Teen Savings is available for members ages 13 through 17. The parent or guardian of a Level Up member must be a Joint Owner on this account.
- (ii) Minimum Balance Requirements.** The minimum balance to open and maintain this account is \$5.00. You must maintain a minimum daily balance of \$5.00 in your account to earn the initial APY set forth in the Rate Sheet.

##### (E) Red Rangers Kid's Club Savings Account.

- (i) Account Description.** Red Rangers Kid's Club Savings is available to members 12 years of age and younger. The parent or guardian of a Red Rangers Kid's Club Savings member must be a Joint Owner on this account.
- (ii) Minimum Balance Requirements.** The minimum balance to open and maintain this account is \$5.00. You must maintain a minimum daily balance of \$5.00 in your account to earn the initial APY as set forth in the Rate Sheet.

#### 2. OTHER SAVINGS ACCOUNTS.

**Account Description.** First Community Credit Union offers additional savings accounts as set forth below.

**Transaction Limitations.** For all other savings accounts, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days notice, prior to withdrawal or transfer of funds. For IRA/SEP accounts, additional transaction limitations and/or early withdrawal penalties may be imposed by the IRS. See plan disclosure for more information.

**Compounding and Crediting of Dividends.** Dividends on other savings accounts will be compounded daily and credited quarterly. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Dividend Period.** For other savings accounts, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

##### (A) Secondary Savings Account.

- (i) **Account Description.** Secondary Savings may be established in addition to a Primary Savings.
- (ii) **Minimum Balance Requirements.** The minimum balance to open and maintain this account is \$5.00. You must maintain a minimum daily balance of \$100.00 in your account in order to earn the initial APY set forth in the Rate Sheet.
- (B) **Individual Retirement Account (IRA) / Simplified Employee Plan (SEP) Savings Account.**
  - (i) **Account Description.** IRA/SEP Savings are available according to IRS regulations.
  - (ii) **Minimum Balance Requirements.** The minimum balance to open this account is \$100.00. You must maintain a minimum daily balance of \$100.00 in your account in order to earn the initial APY set forth in the Rate Sheet.
- (C) **Christmas Club Savings Account.**
  - (i) **Account Description.** Christmas Club Savings are available to members at any time. Funds are transferred to your checking account on the first business day of November, bringing the balance to zero, but leaving the account open. If no checking account exists, funds will be transferred to the Primary Savings.
  - (ii) **Minimum Balance Requirements.** The minimum balance to open and maintain this account is \$5.00. You must maintain a minimum daily balance of \$100.00 in your account in order to earn the initial APY set forth in the Rate Sheet.
  - (iii) **Additional Transaction Limitations.** Withdrawals may be made from this account during the first 6 days the account is open and annually between November 1 and January 31 without an early withdrawal fee. Withdrawals made after the 6th day and prior to November 1 of any year will be subject to an early withdrawal fee as set forth in the Fee Schedule, which accompanies this Agreement.

### 3. CHECKING ACCOUNTS.

**Account Description.** Checking accounts are available to members 18 years of age or older as set forth below. CU Succeed teen members are eligible at age 13 with a parent or guardian as a joint signer. Checking accounts consist of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. If your account is a plan on which dividends are paid, your dividend rate and dividend calculation will remain the same. This process will not affect your available balance, the dividends you may earn, NCUA insurance protection, your monthly statement or any other features of this account. Otherwise, the savings sub account will be non-dividend bearing. The saving sub account will be governed by the rules governing our other savings accounts indicated within the Withdrawals Section of your account agreement.

**Account Closure.** If your checking account is closed by the Credit Union for any reason, you are not eligible to apply to reopen the account for a period of one year. The Credit Union reserves the right to obtain a credit report and verify employment in conjunction with the establishment of a checking account. If a checking account is established and a credit report thereafter demonstrates derogatory credit existed at the time of the application, the Credit Union reserves the right to close the account.

#### (A) Free Checking.

- (i) **Account Description.** This account does not earn dividends and incurs no monthly service charge.
- (ii) **Minimum Balance Requirements.** The minimum balance to open this account is \$25.00. No other minimum balance requirements apply to this account.
- (iii) **Transaction Limitations.** No transaction limitations apply to this account. This account has unlimited transaction privileges.

#### (B) First Rewards Checking.

- (i) **Account Description.** This account is a high-yielding checking account and incurs a monthly account fee if qualifications are not met. Dividends are based on meeting qualification factors per month as outlined in Additional Features and Account Bonuses below.
- (ii) **Minimum Balance Requirements.** The minimum balance to open this account is \$25.00. There is no minimum daily balance required to earn the APY as set forth in the Rate Sheet.
- (iii) **Transaction Limitations.** No transaction limitations apply to this account. This account has unlimited transaction privileges.
- (iv) **Compounding and Crediting of Dividends.** Dividends on First Rewards Checking will be compounded daily and paid monthly.
- (v) **Dividend Period.** For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfer to reserves.
- (vi) **Additional Features and Account Bonuses.** First Rewards members earn a high dividend rate when the following qualifications are met per month:
  - (1) Have 12 debit card purchases post and clear each month
  - (2) Sign up and receive monthly statements electronically (eStatements)
  - (3) Receive Direct Deposit of members full payroll each month

When qualifications are met each month, dividends are paid on tiered balances as set forth in the Rate Sheet. The calculation method used for calculating the APY is "Method B" under NCUA's Truth in Savings regulation. Method B blends the below cap interest rate with the above cap interest rate when determining your actual APY. Each month members must meet the qualifications between the first and last day of the month. For the first month the account is open, the account will automatically qualify for the rewards associated with this account and the monthly fee will not be charged if qualifications are not met. When qualifications are not met, a monthly fee of \$4.95 is imposed and a base dividend rate is paid as set forth in the Rate Sheet. Members are notified by email each month on qualification status.

#### (C) Fresh Start Checking.

- (i) **Account Description.** This account is for members who would normally be unable to establish a checking account elsewhere. The member who builds a good history with the credit union will gain access to more account privileges in the future. This account does not earn dividends and incurs a monthly service charge as set forth in the Fee Schedule.
- (ii) **Minimum Balance Requirements.** The minimum balance to open this account is \$25.00. No other minimum balance requirements apply to this account.
- (iii) **Transaction Limitations.** This account has unlimited transaction privileges. A hold will be placed on all non-cash deposits except for verified employer checks in accordance with Regulation CC.
- (iv) **Additional Features.** A debit card is available. Account may be converted at the request of the member to a regular checking account after 12 months if no more than 4 insufficient checks are processed in that twelve month time frame. Other fees may apply as set forth in the Fee Schedule.

#### (D) CheckPlus Checking: This account is no longer offered.

- (i) **Account Description.** This account earns dividends and a monthly service charge may be imposed if daily minimum balance requirement is not met.
- (ii) **Minimum Balance Requirements.** The minimum balance to open this account is \$25.00. You must maintain a minimum daily balance of \$100.00 in your account to avoid the fee from being imposed. Effective date of each transaction will be used to calculate true minimum balance per day.
- (iii) **Transaction Limitations.** No transaction limitations apply to this account. This account has unlimited check writing privileges.
- (iv) **Compounding and Crediting of Dividends.** Dividends on CheckPlus Checking will be compounded daily and credited monthly.
- (v) **Dividend Period.** You must maintain a minimum daily balance of \$500.00 in your account to earn dividends on your account. For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

#### (E) First Health Checking Account.

- (i) **Account Description.** Health Savings Accounts (HSAs) are tax-exempt trusts or custodial accounts used in conjunction with a High Deductible Health Plan (HDHP). There are certain tax advantages to putting money into these accounts including favorable tax treatment. This account is for members who wish to take advantage of the federal HSA benefits while maintaining the flexibility of a checking account. This account earns dividends with a balance of \$500.00 or more. You must maintain a minimum daily balance of \$500.00 in your account in order to earn the initial APY as set forth in the Rate Sheet. Deposits will be considered for current year unless you specify otherwise between January 1 and April 15 that it is to be applied to previous year contributions. All withdrawals will be reported to the IRS as a normal distribution unless otherwise stated on the HSA Withdrawal Instruction Form 2606H. HSA funds may be used for the benefit of anyone in the HSA plan so long as it's a qualified medical expense. For additional information, please see separate HSA disclosure.
- (ii) **Minimum Balance Requirements.** The minimum balance to open this account is \$25.00. No other minimum balance requirements apply to this account.
- (iii) **Transaction Limitations.** This account has unlimited transaction privileges.
- (iv) **Compounding and Crediting of Dividends.** Dividends on First Health Checking will be compounded daily and credited monthly.
- (v) **Additional Features.** A debit card is available. If you are the Owner of the HSA and would like your spouse to have a debit card as well, you must provide us with written consent to issue a debit card to them. Member is responsible for determining account eligibility. All withdrawals whether by check or debit card will be reported to the IRS as a normal distribution.
- (vi) **Dividend Period.** For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

#### (F) Money Management Checking Account.

- (i) **Account Description.** Money Management is available to members who wish to earn money market rates, while reserving check-writing privileges. Money Management consists of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. Your dividend calculation will remain the same. This process will not affect your available balance, the dividends you may earn, NCUA insurance protection, your monthly statement, or any other features of this account. Otherwise, the savings sub account will be non-dividend bearing.
- (ii) **Minimum Balance Requirements.** The minimum balance to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account to avoid a monthly account fee as set forth in the Fee Schedule. You must maintain a minimum daily balance of \$2,500.00 in your account in order to earn the initial APY set forth in the Rate Sheet. If during any month your account balance falls below the required minimum daily balance, your account will be subject to a monthly fee as set forth in the Fee Schedule.
- (iii) **Transaction Limitations.** For Money Managements, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days, notice prior to withdrawal or transfer of

funds. No transaction limitations apply to this account. This account has unlimited check writing privileges.

- (iv) **Compounding and Crediting of Dividends.** Dividends on Money Management will be compounded daily and credited monthly.
- (v) **Dividend Period.** For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

(G) **First Money Market Fund Checking.**

- (i) **Account Description.** A First Money Market Fund is available to members who wish to earn money market rates, while reserving check-writing privileges. Money Market consists of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. Your dividend calculation will remain the same. This process will not affect your available balance, the interest you may earn, NCUA insurance protection, your monthly statement, or any other features of this account. Otherwise, the savings sub account will be non-dividend bearing.
- (ii) **Minimum Balance Requirements.** The minimum balance to open this account is \$25,000.00. You must maintain a minimum daily balance of \$25,000.00 in your account to avoid a monthly account fee as set forth in the Fee Schedule. You must maintain a minimum daily balance of \$25,000.00 in your account in order to earn the initial APY as set forth in the Rate Sheet. If during any month your account balance falls below the required minimum daily balance, your account will be subject to a monthly fee as set forth in the Fee Schedule.
- (iii) **Transaction Limitations.** For First Money Market Fund, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days, notice prior to withdrawal or transfer of funds. No transaction limitations apply to this account. This account has unlimited check writing privileges.
- (iv) **Compounding and Crediting of Dividends.** Dividends on the First Money Market Fund will be compounded daily and credited monthly.
- (v) **Dividend Period.** For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

(H) **Health Money Management Account.**

- (i) **Account Description.** Health Savings Accounts (HSAs) are tax-exempt trusts or custodial accounts used in conjunction with a High Deductible Health Plan (HDHP). There are certain tax advantages to putting money into these accounts including favorable tax treatment. A Health Money Management is available to members who wish to take advantage of the federal HSA benefits while earning money market rates and reserving check-writing privileges. The member is responsible for determining account eligibility. Deposits will be considered for current year unless you specify otherwise between January 1 and April 15 that it is to be applied to previous year contributions. All withdrawals will be reported to the IRS as a normal distribution unless stated on HSA Withdrawal Instruction Form 2606H. For additional information, please see separate HSA disclosure.
- (ii) **Minimum Balance Requirements.** The minimum balance to open this account is \$1,000.00. You must maintain a minimum daily balance of \$1,000.00 in your account in order to earn the initial APY as set forth in the Rate Sheet. If during any month your account balance falls below the required minimum daily balance, your account will be subject to loss of dividends for that month and will be subject to a monthly account fee as set forth in the Fee Schedule.
- (iii) **Transaction Limitations.** For Health Money Management, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days, notice prior to withdrawal or transfer of funds.
- (iv) **Compounding and Crediting of Dividends.** Dividends on Health Money Management will be compounded daily and credited monthly.
- (v) **Dividend Period.** For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

4. **CERTIFICATES OF DEPOSIT (CD) (Term Share Accounts).**

**Account Description.** This account is a term share account which is an account with a maturity of at least seven (7) days in which the member generally does not have the right to make withdrawals for six (6) days after the account is opened, unless an early withdrawal penalty is imposed.

**Compounding and Crediting of Interest.** The interest rate for this account is established on the day you open the CD. Interest will be compounded daily and credited monthly.

**Minimum Balance Requirements.** Except for the CD Builder, the minimum balance to open and maintain a CD is \$500.

**Time Requirements.** Your CD will mature on the date set forth on the face of the CD.

**Early Withdrawal Penalties.** We will impose a penalty if you withdraw any of the principal in your CD before the maturity date. The penalty will be equal to ninety (90) days of interest if the term of your CD is not less than three months and not more than one year. We will impose a penalty of one hundred-eighty (180) days of interest if the term of your CD is greater than one year. The penalty will be imposed whether interest representing the penalty has been earned or not. No penalty will be imposed if withdrawal of principal is made following your death or your total and permanent adjudicated disability, or withdrawal is made pursuant to required distributions from an IRA CD. Any withdrawal which reduces the CD balance below the minimum required balance to open the CD shall be considered a withdrawal of the entire CD balance, in which event, the penalty shall be computed as if the entire CD balance had been withdrawn. The entire CD balance shall be distributed to you and your CD will be closed.

**Withdrawal of Interest Prior to Maturity.** The APY is based on an assumption that interest will remain in the CD until maturity. A withdrawal will reduce earnings. Earned interest may be withdrawn monthly without penalty by way of payment to you or by way of transfer to another one of your accounts at the Credit Union.

**Renewal Policy.** Your CD will automatically renew at maturity. You will have a grace period of ten (10) business days after the maturity date to withdraw the funds in the CD without being charged an early withdrawal penalty. If at maturity your CD type is set to not renew, the CD will be closed and the funds transferred to your savings account or other account designated by you. If the CD type is no longer being offered, the CD will renew for the next shorter term.

**Transfer Restrictions.** Except for the CD Builder, you may not make deposits into a CD after it is opened until the maturity date stated on the CD. CDs are not negotiable. The CD is transferable in person or by a Power of Attorney duly authorized in writing on the books of the Credit Union maintained for that purpose. The person(s) shown on the face of the CD as the owner(s) or holder(s) may be treated by the Credit Union as the absolute owner(s), regardless of joint owners of the membership, of the CD for purposes of making payment of principal or interest due and for any other purpose. The Credit Union may require a guarantee of signature authenticity in connection with any CD.

(A) **CD Builder Certificate of Deposit (Term Share Account).**

- (i) **Account Description.** This account is a term share account with a maturity of two (2) years in which the member generally does not have the right to make withdrawals for six (6) days after the CD is opened unless an early withdrawal penalty is imposed.
- (ii) **Compounding and Crediting of Interest.** The interest rate for this account is established on the day you open the CD. Interest will be compounded daily and credited monthly.
- (iii) **Minimum Balance Requirements.** The minimum balance to open this CD is \$100 if you maintain monthly Direct Deposit or Payroll Deduction deposits. Without Direct Deposit or Payroll Deduction, the minimum to open this CD is \$500. The maximum initial deposit may not exceed \$1,000.
- (iv) **Time Requirements.** Your CD will mature on the date set forth on the face of the CD. CD Builder Certificates will have a term of two (2) years.
- (v) **Early Withdrawal Penalties.** We will impose a penalty if you withdraw any of the principal in your CD before the maturity date. The penalty will equal one hundred-eighty (180) days of interest. The penalty will be imposed whether interest representing the penalty has been earned or not. No penalty will be imposed if withdrawal of principal is made following your death or your total and permanent adjudicated disability. Any withdrawal which reduces the CD balance below the minimum required balance to open the CD shall be considered a withdrawal of the entire CD balance, in which event, the penalty shall be computed as if the entire CD balance had been withdrawn. The entire CD balance shall be distributed to you and your CD will be closed.
- (vi) **Withdrawal of Interest Prior to Maturity.** The APY is based on an assumption that interest will remain in the CD until maturity. A withdrawal will reduce earnings. Earned interest may be withdrawn monthly without penalty by way of payment to you or by way of transfer to another one of your accounts at the Credit Union.
- (vii) **Renewal Policy.** Your CD will not automatically renew at maturity. At maturity, the balance of your CD will be deposited directly into your Primary Savings.
- (viii) **Transfer Restrictions.** After the CD is opened, you may make deposits into the CD of \$100 per month, or more, until the maturity date stated on the CD. CDs are not negotiable. The CD is transferable in person or by a Power of Attorney duly authorized in writing on the books of the Credit Union maintained for that purpose. The person(s) shown on the face of the CD as the owner(s) or holder(s) may be treated by the Credit Union as the absolute owner(s), regardless of joint owners of the membership, of the CD for purposes of making payment of principal or interest due and for any other purpose. The Credit Union may require a guarantee of signature authenticity in connection with any CD.

(B) **Flex Rate Certificate of Deposit (Term Share Account).**

- (i) **Account Description.** This account is a term share account with a maturity of two (2) years or four (4) years in which the member generally does not have the right to make withdrawals for six (6) days after the account is opened unless an early withdrawal penalty is imposed. If the rate increases during the term of the CD, you can request the credit union to "bump up" the rate one time during a two (2) year CD or twice during a four (4) year CD.
- (ii) **Compounding and Crediting of Interest.** The interest rate for this CD is established on the day you open the CD. Interest will be compounded daily and credited monthly.
- (iii) **Minimum Balance Requirements.** The minimum balance to open and maintain this CD is \$500.00.
- (iv) **Time Requirements.** Your Flex Rate CD Account will mature on the date set forth on the face of the CD. Flex Rate CDs will have a term of two (2) years or four (4) years.
- (v) **Early Withdrawal Penalties.** We will impose a penalty if you withdraw any of the principal in your CD before the maturity date. The penalty will equal one hundred-eighty (180) days of interest. The penalty will be imposed whether interest representing the penalty has been earned or not. No penalty will be imposed if withdrawal of principal is made following your death or your total and permanent adjudicated disability. Any withdrawal which reduces the CD balance below the minimum required balance to open the CD shall be considered a withdrawal of the entire CD balance, in which event, the penalty shall be computed as if the entire CD balance had been withdrawn. The entire CD balance shall be distributed to you, and your CD will be closed.
- (vi) **Withdrawal of Interest Prior to Maturity.** The APY is based on an assumption that interest will remain in the CD until maturity. A withdrawal will reduce earnings. Earned interest may be withdrawn monthly without penalty by way of payment to you, or by way of transfer to another one of your accounts at the Credit Union.
- (vii) **Renewal Policy.** Your Flex Rate CD will automatically renew at maturity. You will have a grace period of ten (10) business days after the maturity date to withdraw the funds in the CD without



being charged an early withdrawal penalty. If at maturity your CD type is no longer offered, the CD will be closed and the funds transferred to your savings account or other account designated by you.

- (viii) **Transfer Restrictions.** CDs are not negotiable. The CD is transferable in person or by a Power of Attorney duly authorized in writing on the books of the Credit Union maintained for that purpose. The person(s) shown on the face of the CD as the owner(s) or holder(s) may be treated by the Credit Union as the absolute owner(s), regardless of joint owners of the membership, of the CD for purposes of making payment of principal or interest due and for any other purpose. The Credit Union may require a guarantee of signature authenticity in connection with any CD.

#### ACCOUNT OWNERSHIP

Account selection is made on the application. The type of account you select may determine how property passes on your death. Your Will may not control the disposition of funds held in some of the following accounts.

- 1. Single Party Account.** Under this type of account ownership, the sole party to the account owns the account. If you open a Single Party Account without a Payable on Death (POD) designation, then upon your death, ownership of the account passes as part of your estate under your Will or by intestacy. If you make a POD designation, then upon your death, ownership of the account passes to the POD beneficiaries of the account and the account does not pass as part of your estate.
- 2. Joint or Multiple Party Account with Right of Survivorship.** If an account, other than a CD, is opened by two or more parties, or if one or more parties are added to a Single Party Account after the account is opened, the account will be a Joint or Multiple Party Account with Right of Survivorship. All funds deposited into any such account, including any earnings thereon, shall be owned by the Parties jointly with all others who have signed the Application or other account authorization, with right of survivorship. A survivorship designation may be ineffective unless signed by all Parties to the account. On the death of a Party, 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, subject to any lien we have for the deceased Party's obligations to us, regardless of whether any of the surviving Parties have consented to our lien. The Parties to a Joint or Multiple Party Account with Right of Survivorship own the account in proportion to the Parties' net contributions to the account. Payment of any sums to any Party shall be valid and discharge the Credit Union from any and all liability for such payment. The Credit Union may accept instructions from any Party or act at the request of any Party with regard to any such account without the consent of any other Party to the account. Each Party authorizes all other Parties to the account to act on his or her behalf with respect to the account and to endorse any instrument payable to him or her for deposit to any such account. Without the consent or joinder of any other Party and without regard to the interest in the account of any other Party, any Party to the account may (i) make deposits to or withdraw funds from the account, (ii) place stop payment orders with respect to any items drawn on the account by any Party to the account, (iii) pledge all of the shares and deposits in eligible accounts to secure any indebtedness owing to us, or (iv) designate an account to provide overdraft protection for any other account. In the event that any account may be accessed by means of an electronic fund transfer, including the use of a debit card issued in connection with the account or the use of any phone or Online or Mobile Banking access, each Party grants to every other Party actual authority to initiate any such transfer, to use any such debit card issued or to use any Personal Identification Number ("PIN") issued in connection with any such card, phone or Online or Mobile Banking access. A member in whose name a Joint or Multiple Party Account with Right of Survivorship is opened who designates other Parties to own the account jointly may, without notice to any other Party of such account and upon written notice to the Credit Union in such form as the Credit Union may require, change the form of the account, add Parties to the account, remove any Parties from the account or stop or vary payment under the terms of the account. Any such action by that member will terminate any interest that the removed Party may have in such account. At its option, the Credit Union may require that an account be closed and a new account opened in lieu of permitting a member to remove any other Party from the account or the Credit Union may require the consent of any or all Parties prior to acting upon any written notification or instruction by a member to remove that Party from an account. No other Party to a Multiple Party Account may make any such change, addition or deletion and no other Party to a Joint or Multiple Party Account with Right of Survivorship may close the primary member Owner's regular share account or withdraw funds from the primary member Owner's regular share account below the par value of one share. The Parties agree that the Credit Union may pay funds in any Joint or Multiple Party Account with Right of Survivorship to or on the order of any Party, regardless of whether any other Party is incapacitated or deceased. The Credit Union makes no representation concerning the legal consequences or effectiveness of the survivorship rights described above, including any consequences arising out of the community property laws of any state and you agree to hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult with your attorney if you have any questions regarding the validity, effectiveness or fitness of any such survivorship designation for any purpose.
- 3. Payable on Death (POD) Account.** A POD is an account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more POD beneficiaries named in the account agreement. You agree that the persons named as POD beneficiaries in the application, whether one or more, are designated as POD beneficiaries. 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 Joint Owner. 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), the ownership of the account passes to the POD beneficiaries surviving, with right of survivorship. At our option, payment may be made at the request of any named POD beneficiary, then living, and any payment made upon the request of any surviving POD beneficiary discharges us from any and all liability to that POD beneficiary and any remaining POD beneficiaries or their heirs, executors and personal representatives. You, your heirs, executors and personal representatives agree to defend, indemnify and hold the Credit Union harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the account designated. You understand and agree that a POD designation shall be ineffective with respect to any account held in an IRA. 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, effectiveness or fitness of any such POD designation for any purpose.
- 4. Accounts for Trusts.** At our option, we may receive deposits in a revocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. If you request that we open an account in the name of a trust, you agree that we are authorized to release the funds in any such account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. Any Trustee authorized to sign on any such account shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such account. You agree that we shall have no fiduciary responsibility or obligation in connection with any such account beyond our obligations set forth in this Agreement and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend and hold us harmless from any claim, demand, suit or other charge by any person arising out of or resulting from the establishment, maintenance and transaction of any business related to the trust and any account established for the trust.
- 5. Uniform Transfers to Minors Accounts.** At our option, we may accept deposits in accounts established by a custodian under the Texas Uniform Transfers to Minors Act (TUTMA). A TUTMA is owned by the minor and amounts deposited into the account constitute an irrevocable transfer to that minor. The custodian named is the sole Party entitled to access the account for the minor's benefit. A minor under TUTMA is any person under the age of 21. The Credit Union has no duty (a) to determine if the person designated or acting as custodian has been duly designated, (b) to determine if an act of the custodian is in accordance with or authorized by the Texas Uniform Transfers to Minors Act, (c) to question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian or (d) to oversee the application by a custodian of money or other property paid or delivered to the custodian.
- 6. Minor Accounts.** We may open accounts for a minor, receive payment or pay withdrawals on accounts by or for a minor, and act in any other matter on the order of the minor without regard to the minor's capacity, and we are discharged from liability to the extent of any such actions. We reserve the right to require that a minor account be jointly owned by an adult. Unless a parent or guardian is a Joint Owner on a minor account, the parent or guardian shall have no rights to access or obtain information about the account. Even if a parent or guardian is a Joint Owner on a minor account, the minor as an account owner has the right at any time to withdraw the account funds and close the account. Minors under the age of 18 may not open a checking account individually. Nothing in this Agreement shall be construed so as to diminish the Credit Union's rights with regard to minor accounts under the Texas Credit Union Act.
- 7. Accounts for Guardianships and Estates.** At our option we may issue shares and accept deposits in the name of (a) a ward on whose behalf a Guardianship has been established under applicable law, or (b) the Estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) authorized to sign on any such account shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such account. You agree that we will have no fiduciary responsibility or obligation in connection with any such account beyond our obligations set forth in this Agreement and you agree that we will not be liable for any loss occasioned by the fraud, negligence or misapplication of funds by the guardian or estate representative. If we are presented with Letters of Guardianship, Letters Testamentary or Letters of Administration valid on their face, you agree that we will have no further duty (a) to determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (b) to determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Estates Code or other applicable law, (c) to question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (d) to oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary or Letters of Administration that are valid upon presentation, that we may continue to rely upon the same without inquiring into their expiration or renewal and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such letters that we know to have expired without renewal pursuant to the provisions of the Texas Estates Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check that is presented for payment or to honor any requests for withdrawal of funds from the account of a ward or an estate until we receive renewed letters or another order issuing out of a court of competent jurisdiction.
- 8. Representative Payee Accounts.** At our option, we may issue shares and accept deposits in accounts established in a member's name and for the member's benefit by an individual appointed as a Social Security, Railroad Retirement or Veterans Administration "Representative Payee." Funds in a Representative Payee Account are owned by the primary member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an account is opened, you (whether as beneficiary or as Representative Payee) agree that we may accept deposits including direct deposits from the Social Security Administration, Railroad Retirement Board and Veterans Administration, that we may permit withdrawals from the account by the Representative Payee through such means as we may prescribe from time to time and that we may restrict access to the account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration, Railroad Retirement Board and Veterans Administration governing such accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such account beyond our obligations set forth in this Agreement and that we will have no duty to oversee the application by a Representative Payee of any funds withdrawn from the account. You agree that, if any deposit to an account is subsequently reversed, whether by the Social Security Administration, Railroad Retirement Board, Veterans Administration or otherwise, we may transfer funds in other eligible accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance and transaction of any business related to a Representative Payee Account.

## CHECKS AND WITHDRAWALS

- 1. Payment Authorization.** You authorize us to pay checks signed by you and charge the payments against the applicable account. Only checks ordered through us, 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, other forms or that appears on screen when withdrawing with a personal video teller, 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. If a non-member requests to cash a check drawn on your account, we may require the non-member to present acceptable identification and, at our option, place a fingerprint on the check. If the non-member refuses to comply with our requirements, we may refuse to accept the check, and in such a case you agree that we will not be liable for wrongful dishonor. In the event that the applicable account has sufficient available funds on deposit to cover one or more, but not all of the checks 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, first, processing withdrawal orders or checks payable to the Credit Union, and dishonoring or refusing any item or withdrawal order for which there are insufficient funds available thereafter. Subject to applicable law, we may process all checks and other transactions in any order we choose, and we may change the order in which we process checks and other transactions at any time without notice to you. To avoid fees, you should take care to ensure that your account contains sufficient available funds at all times to pay each of your transactions. In making distributions upon the death or disability of any party, you agree that we may rely upon the form of the account at the time of any such death or disability.
- 2. Stale Items.** We may pay a check of yours without regard to its date, and you agree that we will have no liability for doing so. We are under no obligation to pay a check which is presented for payment more than six (6) 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 Transfer.**
  - a. What is an Overdraft?** An overdraft occurs when a check, electronic Automated Clearing House (ACH), ATM or debit card, or other payment or transaction you have made is presented to the Credit Union for settlement, but sufficient funds are not available in your checking account to pay the transaction. In such a case, the payment would normally be returned to the payee or denied for insufficient funds, and you may be charged a Rejected Item fee. With Overdraft Protection, however, the transaction can be paid using available funds from another deposit or loan account of yours or, if you have qualified, with our discretionary Overdraft Privilege Program. You may incur fees as set forth in our Fee Schedule for using the Overdraft Privilege Program, so you should always take care to avoid creating any overdraft. The following terms explain how our Overdraft Protection Program works.
  - b. Overdraft Services.** We offer three levels of overdraft protection plans. The first level is called Overdraft Transfers. This service automatically transfers available funds from your designated savings, line of credit, and/or credit card account to pay a transaction when your checking account does not have sufficient available funds. We determine whether sufficient funds are available when the transaction is presented to us for settlement. We will charge an Overdraft Transfer fee for this service as set forth in the Fee Schedule. This fee is less than the fee for the Overdraft Privilege Program described below. To use this service, you must enroll and designate the priority of your Overdraft Transfer sources on the Application or other form we have designated. The second level is called our standard overdraft option. This option in our Overdraft Privilege Program is automatically extended to eligible members. The standard overdraft option is provided pursuant to our Discretionary Overdraft Privilege Policy as a non-contractual courtesy. It is not a line of credit and it is not guaranteed. However, in the event you write a check or initiate an ACH, online bill payment, or recurring debit card transaction and sufficient funds are not available in your checking account to pay the transaction, and if there are no other sources of overdraft protection available, we will strive to pay your reasonable overdrafts if your account is in good standing and you continue to meet eligibility requirements. The third level is our Enhanced Overdraft Privilege option that extends the overdraft privilege program to your ATM and everyday debit card transactions. To use this option, you must affirmatively opt-in to our Enhanced Overdraft Privilege option for ATM and everyday debit card transactions by completing our opt-in form. Both levels of the Overdraft Privilege Program will charge an Overdraft Privilege fee as set forth in the Fee Schedule when a transaction is paid using the service. The amount of your Overdraft Privilege approved limit for your checking account may vary and is subject to change at any time based on certain membership factors such as age of account, deposit activity and history, and overdraft activity and history, including repayment history. If you no longer want an Overdraft Privilege option, you may opt-out of any level at any time in writing or by phone, within the Online Banking system or in-person at any one of our branches. Please refer to our Discretionary Overdraft Privilege Policy for eligibility requirements and additional information about the Overdraft Privilege Program.
  - c. Actual and Available Balances.** In order to accurately manage your checking account and avoid overdrafts and resulting fees, it is important to understand that your checking account has two kinds of balances: the "actual balance" and the "available balance." Funds used to pay transactions may be limited based on the available balance. We use the available balance to determine if your account will be overdrawn. You can check the amount of your actual balance and your available balance when you review your account online, on the P.A.T. audio response system, at most ATMs, by phone, text banking or at an FCCU branch office. You must be enrolled in our electronic funds transfer services in order to check your balance through those systems. The actual balance of your account is the actual amount of money that is in your account at any given time. The actual balance reflects transactions that have been posted to your account. It does not reflect transactions that are pending. For example, if you have \$50 in your account and you write a check for \$40, then your actual balance remains at \$50 until the check is posted to the account. The actual balance does not reflect the pending check while it is in transit to be settled with us. The actual balance also does not reflect items that have not yet been posted to your account, such as a remote deposit check that has been submitted for deposit and is under review. The available balance is that part of the actual balance that is available for you to use without incurring Overdraft Transfer or Overdraft Privilege fees. The available balance takes into account holds placed on account funds such as check deposit holds under our Funds Availability Policy, holds for pending debit card transactions that have been preauthorized but not yet posted, and legal holds. For example, if you have \$50 in your account and you use your debit card at a restaurant for \$20, then the merchant may ask us to preauthorize the payment. When that happens, we will place a hold on your account for \$20 and your available balance will be \$30, even though your actual balance will remain at \$50 until the transaction posts or the hold is released. Funds subject to a hold are not available to pay checks, debit card, online bill payments, ACH, and other transactions. Please refer to the Electronic Fund Transfers Agreement and Disclosures for more information about debit card preauthorization holds. You should also keep in mind that the available balance may not always reflect all outstanding pending payments such as checks that you have written that are in transit. Additionally, the available balance may not always reflect outstanding debit card transactions. For example, if a merchant obtains our prior authorization but does not submit an everyday debit card transaction for payment within three business days of the preauthorization, we must release the hold. In such a case, the available balance will not reflect the outstanding transaction until we receive and post it to the account. **As a result, you must carefully track of all of your transactions to ensure you have sufficient funds available in your checking or other applicable account when the transactions are presented to us. Failure to do so may cause you to incur overdraft fees.**
  - d. Payment Order of Transactions.** The order in which we process checks and other withdrawal orders (collectively, "items") may also affect the total amount of overdraft and other fees that may be charged to your account. Items may not be processed in the order made. While we may choose to process items in any order we choose, subject to applicable law, our general policy is to pay items as we receive them. We typically receive items to be processed against your accounts multiple times per day in what are referred to as presentation files. Each presentation file received contains a large amount of a specific type of items (for example, checks, ACH, or ATM/Point of Sale (POS)). These presentation files may contain multiple items to be processed against your account. In those cases where multiple items are received at the same time, the items will generally be paid as follows, subject to our reservation of right to pay checks and other withdrawal orders payable to the Credit Union first, as set forth in the Payment Authorization section of this Agreement: Checks are paid in order of the dollar amount, from lowest to highest. We will post credits from ACH files first, then debits by dollar amount, from lowest to highest. ATM/POS items are paid in the order they are presented. Checks cashed at our branch offices are generally paid when they are performed by a non-member payee. Our payment policy may cause your larger items not to be paid first (such as your rent or mortgage payment), but this payment order may reduce the amount of overdraft and other fees you have to pay if sufficient available funds are not available to pay all of your items. Please refer to the Payment Authorization section for additional terms for the payment order of items.
  - e. General.** You agree to maintain sufficient available funds in your accounts at all times 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. In the event that we do pay any such order or item, we will not waive our right to dishonor any subsequent orders or items presented. If we do pay an order or item, the amount of which exceeds the available balance in the account upon which it is drawn, or if any 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 a Party in amounts sufficient to cover any overdraft and resulting overdraft fees, or to use any other collection remedy available to us by law. In the event that you write a check or take any other action that would result in an account becoming overdrawn, and if you have requested and been approved for the Overdraft Transfer service, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your designated account (subject to transaction limitations) or to make an advance under your line of credit or credit card account with us, in increments that we deem sufficient to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best efforts to transfer available funds from your designated account to your checking account, or to make an advance under your line of credit or credit card account with us, in the manner in which you have directed in your Application. A fee may be charged for the Overdraft Transfers service as set forth in the Fee Schedule. If sufficient funds are not available, then any such item presented may be returned to the payee due to insufficient available funds and a charge will be made to your account in such amounts as we may establish from time to time or we may consider paying the item under our discretionary Overdraft Privilege Policy, subject to your eligibility and the Overdraft Privilege Fee as set forth in the Fee Schedule. In some cases, such as a preauthorized debit card transaction we have committed to pay at the time of purchase, we may be required to pay the transaction if sufficient funds are not available at the time of presentment, even if you are not eligible for or have not opted into our Enhanced Overdraft Privilege option for everyday debit card transactions, but in such a case we will not charge an Overdraft Privilege Fee unless permitted by law. Each Party to any of your accounts will be jointly and severally liable for overdrafts caused by any other Party to the account. In the event the Credit Union reasonably believes that the use of your account(s) is abusive due to excessive checks or transactions presented on insufficient funds, excessive activity, or otherwise, we may limit or terminate certain services or your account may be closed.
- 4. Signatures.** You authorize us to recognize any of the signatures set forth 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 may recognize facsimile signatures, signatures imprinted by mechanical devices, or any other authentication methods acceptable to us, including orders to pay that are received electronically or by phone. You agree to indemnify and hold us harmless from any losses resulting from our honoring an item which bears or purports to bear a facsimile signature resembling a facsimile signature on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item. 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. The Credit Union does not recognize or monitor digital signatures.

5. **Postdated, Incomplete and Conditional Items.** You agree to hold us harmless from any and all loss and liability which we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "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.**
- 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 Chapter 4A of the Texas Business & Commerce Code.
  - Notification.** Under Chapter 4 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.
  - 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.
  - 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 or other payment order, even if the number identifies a person different than the named beneficiary or a financial institution different from the named institution. You agree that neither we nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution. If we receive a payment order for you that does not specify an account suffix, you agree that we may deposit the payment into any account of yours, including a Joint or Multiple-Party Account.
  - 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.
  - Security Procedures.** We reserve the right to refuse to accept a wire transfer, ACH, or other payment order transaction. 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 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 these procedures you must notify us in writing, and you may not conduct wire transfer, ACH, and other payment order transactions until you and we have agreed in writing on an alternate security procedure.
  - Cutoff Times.** Transfers, payment orders, and communications canceling or amending payment orders received on each weekday, after 2pm for Domestic or 1pm for International transactions, we are open that is not a holiday may be treated as having been received on the next banking day and processed accordingly.
  - General.** You agree that only our forms, methods, and procedures may be utilized. If we are required to reimburse the U.S. Government for a benefit payment made to your account by direct deposit, we may deduct all or part of the amount owed from any account in which you have an ownership interest, subject to applicable law. You also agree that in the event of an error, we may correct any such error without prior approval by you. 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.
  - Force Majeure.** We are not liable for a failure or delay in executing a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as legal or regulatory constraints, fire, flood, or any other event that prevents the transfer, despite reasonable precautions we have taken. We will promptly notify you of any failure or delay and will complete the transfer as soon as possible.
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 am on the next banking day after the banking day on which we received the item. Due to computer system 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 24 hours, after which it must be renewed in writing. Any stop payment order, renewal, or revocation will incur a charge as set forth in the Fee Schedule. You agree that we may honor a stop payment order, revocation, or renewal if made by the person who signed the check to be stopped or any other person who has signed the Application or is otherwise authorized to transact business relating to the account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is 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 establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do 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. In the event that you instruct us to stop payment of certain pre-authorized debits, you acknowledge and agree that, at our option, we may stop payment of all pre-authorized debits from your account if we deem that action necessary to ensure that your stop payment order will be effective. You also acknowledge and agree that we will not be liable for our failure to stop payment for future pre-authorized debits, notwithstanding your stop payment order, if our failure is caused in whole or in part by the actions of the payee. For information concerning your right to stop payment of pre-authorized electronic funds transfers, please refer to our Electronic Funds Transfer Agreement and Disclosures. You may not stop payment of Cashier's Checks or Credit Union Teller Checks issued by us at your request. You may not stop payment of transactions initiated through the use of a debit card or a similar device at an ATM or a Point of Sale terminal.
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 nonpayment of items, collection of items, other withdrawals, or transfers of funds or advances of credit in the satisfaction of overdrafts. The term "ordinary care" shall be construed in keeping with the definition of that term in Article 3-103(a)(7) 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 we are located. Subject to applicable law, you agree that we will never be liable for any indirect, special, or consequential damages arising out of or related to any of our obligations under this Agreement, even if we have been advised of the possibility of such damages. If we pay an item over a forged drawer's signature, we will not be liable for more than the face amount of the item, subject to applicable law. Except for our acts and omissions caused by our (a) failure to exercise ordinary care, (b) willful misconduct, or (c) breach of this Agreement, you agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from and against any losses, claims, or expenses, including attorney's fees and costs of litigation, arising out of or related to the services provided under this Agreement, subject to applicable law. You also agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from any and all claims, expenses, losses, and damages arising out of our good faith reliance on any instructions provided by you. We will not be liable for the acts or omissions of a third party not within our control, and we will not be liable for any failure or delay in performance under this Agreement that is related to or caused by circumstances beyond our control.

#### DEPOSIT OF ITEMS

1. **Handling of Items.** We act only as a collecting agent for any items deposited. Any deposit that we accept shall be provisional and will be subject to subsequent payment verification. Just because we have made funds from a deposited check or other item available for withdrawal does not mean that the item is "good," has "cleared," or has been paid by the paying bank. It is possible that a deposited item will be returned unpaid months after we have made the funds available to you and you have withdrawn the funds. You are responsible for all items returned on your account, and you acknowledge that no one, including our employees, can guarantee that a check or other item you deposit will not be returned. We are not responsible for any deposit or other transaction initiated by mail until the item 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 will not be responsible for any deposit made through our online/mobile deposit system, until it is received by our personnel. We will not be liable for any errors or technical difficulties encountered in regards to the equipment used by you or for any loss in transit of items. We have the right to endorse 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. We reserve the right to send any item on a collection basis only. Items drawn on institutions located outside of the United States are handled on a collection basis only. You agree to bear the risk of any change in the exchange rate with respect to any items which may be payable in foreign currency. You agree that we may charge back any item before payment without notice, whether the item has been returned or not. You agree that, if a check that has been deposited to your account or cashed by you at the Credit Union is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty, or otherwise, we may charge back the amount of any such item to your account at any time without notice. You agree that we may resubmit an item that has been returned to us for payment, and you waive notice that an item has been dishonored or charged back against your account. You also agree that, if we are charged a fee by any other institution in connection with any of your accounts, that fee expense may be charged to your account. You acknowledge that we employ an automated collection procedure in order to more efficiently handle the high volume of items we process. For that reason, our procedures generally do not provide for the examination of items. You acknowledge and agree that reasonable commercial standards do not require us to sight-review every item presented and that any failure to perform sight-review shall not constitute a lack of ordinary care in the payment of any item.
2. **Endorsement Standards.** You agree that you will not place an endorsement, other writing, or marking on a check or other negotiable demand draft in the area reserved for our endorsement as prescribed in Federal Reserve Board Regulation CC including Appendix D. The trailing edge of the check is defined as the left side of the check looking at it from the front and that 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 endorsement. You agree to hold us harmless from any loss or liability, including consequential damages, attorneys' fees and expenses arising in connection with your failure to adhere to our endorsement and encoding standards and those of Regulation CC, including, but not limited to, any loss or liability resulting from improper encoding or a delay in forwarding or returning a check caused by an endorsement that is not readable or some other condition on the back of the check caused by you, which adversely affects the ability of a financial institution to endorse the check legibly in accordance with Regulation CC. You agree that the credit union is authorized to supply any missing endorsements of any owners to the account and to accept the check for deposit if we so choose. We are not required to recognize endorsement 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 substitute check or a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that substitute check or check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorneys' fees, and expenses, which may arise because of our acceptance of the item. In any event, at our discretion, we may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the account subject to applicable regulations.
4. **Deposit Verification.** If a deposit is made to your account and we subsequently determine that the deposit or 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. **Verification of Information.** First Community Credit Union reserves the right to verify any and all information you have provided to us in the establishment of any account. In conjunction with the establishment of an account, you authorize us to obtain any credit report we deem necessary. A Taxpayer ID or Social Security Number is required to open an account. In accordance with the U.S.A. Patriot Act to help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents.
2. **Account Security.** You agree to exercise precautions to safeguard your identity, your accounts, and your account information. You agree never to give your personal information or account information to anyone you do not know or whose identity you cannot verify. If you give your personal information to someone and that person uses your information to access your account, you agree that such use will be deemed an authorized use for which you will be responsible. We will never contact you and ask you to give us your account information, including user names, personal identification numbers, and account numbers, over the phone, by email, or by text messaging. You agree not to disclose your personal information and account information to unknown persons through these mediums for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your accounts, or the Credit Union. If you fail to exercise reasonable care to protect your identity and safeguard your accounts, we will not be liable unless required by law.
3. **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 (a) you have been notified by the IRS that you are subject to backup withholding due to you not reporting and you have not received a notice from the IRS that the backup withholding has been terminated or (b) you fail to certify your taxpayer identification number or provide an incorrect taxpayer identification number to us, 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.
4. **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 the Credit Union) and you have not communicated with us. An account is presumed abandoned if (a) 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 or (b) 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 of Texas.
5. **Account Statements.**
- (i) You are responsible for promptly examining each account statement. Any objection that you may have regarding any unauthorized withdrawal, any payment order (including a wire transfer), or any other item or deposit shown on or missing from a statement will be waived unless made in writing to us, and received on or before the 60th day following the date the statement is mailed or otherwise made available, subject to applicable law. If you have an issue relating to a substitute check, you must notify us in writing within 60 days of the date we mailed or delivered the substitute check in question or the account statement reflecting the posting of the substitute check, whichever is later. If you are unable to make a timely claim relating to a substitute check due to extraordinary circumstances, we will extend the time period. You agree that we will not be liable for any unauthorized withdrawal, any payment order, any forged, unauthorized, or altered item drawn on or deposited to your account, any item with missing signatures or endorsements, any missing or diverted deposit, or any other error or discrepancy if you fail to notify us within the 60-day period, nor will we be liable for any forged, unauthorized, or altered item if the forgery or alteration is not readily ascertainable upon inspection. We also will not be liable for subsequent unauthorized withdrawals by the same wrongdoer if you fail to notify us of the first unauthorized withdrawal within the 60-day period, even if the subsequent unauthorized withdrawals are reported promptly. You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or as a result of any missing or diverted deposit, or due to any other error or discrepancy, unless you have provided us with notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you. For consumer accounts, please refer to your Electronic Fund Transfers Agreement and Disclosures to determine your notification obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.
  - (ii) 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 or if you have enrolled in the Online Banking or Mobile Banking services, viewed on our web site at no charge. That notwithstanding, you agree that it is 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 agree that checks are deemed to be "made available" to you by your receipt of your statement (electronically or by mail) and your ability to view or request copies of those checks.
  - (iii) You will receive an account statement monthly for your checking accounts. You will receive an account statement at least quarterly for your savings accounts. We will only mail or deliver an account statement to the primary member. The primary member is responsible for providing the account statement information to any other Parties to the account. You acknowledge that any person to whom the account statement is provided will have access to all account and loan information appearing on the account statement. Unless we have agreed otherwise, we will mail your account statement to the most recent address we have on file for the primary member in our records. You agree to notify us promptly if your name, address, or any other contact information such as your phone or email address changes. You agree that we may change your address of record if we receive an address change notice from the U.S. Postal Service or if a third party in the business of providing correct address information notifies us that your address of record is inconsistent with the address the third party has on file for you. It is your responsibility to ensure that your statements are received, and you agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately if you fail to receive a statement for your checking accounts monthly, or a statement for your savings accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within 14 days of that time, if you fail to receive your statement.
6. **Legal Process.** You authorize the Credit Union to recognize and honor process issued against you from any jurisdiction or state. You agree that we may debit your account for charges and costs in connection with the production of statements, items or other documents in connection with subpoenas, court orders, levies, garnishments or other instruments of legal process, including attorneys' fees, 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 whether or not any outstanding obligation is in default, subject to applicable law.
7. **Contractual Lien.** Unless otherwise prohibited by applicable law or our policies and procedures, you may pledge all or any part of your shares, deposits, dividends, and interest 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, 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 on the account, and without notice. You agree to pay us 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 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 over the counter at your request and any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your account, and in accordance with our Fee Schedule, a fee may be imposed for the returned item. 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-borrower, 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.
8. **Dispute Resolution.** If we suspect that fraudulent misconduct is or has taken place with respect to any account, or if we are notified that a party to an account has died or is incompetent to manage his or her affairs, or if 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, or if there are competing claims to funds on deposit, or if we are in doubt concerning the respective interests of any Parties to an 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 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, further, that we may recover any attorneys' fees or costs expended in connection with the foregoing, which fees will be payable out of the account made the subject of any such doubt, dispute, misconduct or probate proceeding. You agree, further, that we may impose withdrawal or other transaction 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 us.
9. **Power of Attorney.** We may decline to accept any power of attorney where permitted by applicable law. Further, even if we accept a power of attorney for a member's file or for a particular transaction, that does not mean that we will accept it for a future transaction. We reserve the right to refuse a power of attorney at any time and for any transaction where permitted by applicable law, even if the requested

- transaction is expressly within the scope of the agent's powers. If we accept a power of attorney, we may continue to honor it until we receive written notification of its revocation from a competent authority and have had a reasonable time to act on it. We may inform any Joint Owners of the use of a power of attorney on your behalf.
10. **Withdrawal of Services.** In the event that any Credit Union 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 accounts (except a Primary Savings), and the availability of electronic fund transfer services, including pre-authorized transfers, telephone and computer access services, and ATM services. Your Credit Union membership may be terminated if you cause us a loss. It is also our policy that your Credit Union membership is subject to termination if you fail to complete payment of one share within 90 days of admission to membership, or within 90 days from the increase in the par value of shares, or if your share balance is reduced below the par value of one share and you do not increase the balance to at least the par value of one share within 90 days of the reduction. Your Credit Union membership also may be terminated if you do not participate in the affairs of the Credit Union, including without limitation, voting in annual credit union elections, purchasing shares, and obtaining Credit Union loans from time to time. Unless expelled from membership, members have a right to maintain a Primary Savings and to vote in annual and special meetings. Under certain circumstances, membership and services may be reinstated if any loss caused to the Credit Union is subsequently cured. Further, in the event that any Credit Union member has been abusive in the conduct of his/her affairs with the Credit Union, the Credit Union may impose sanctions against that member including, but not limited to, the denial of Credit Union services, denial of specific services which involve personal contact with Credit Union employees, denial of access to Credit Union facilities, a recommendation of expulsion from Credit Union membership, or any other action deemed necessary under the circumstances which is not expressly precluded by the Texas Credit Union Act, the Texas Credit Union Rules issued by the Texas Credit Union Department, and the Credit Union's Bylaws.
  11. **Attorneys' and Collection Fees.** In addition to any other rights we may have at law or under this Agreement to recover fees and costs, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of this Agreement and the defense of any rights we may have under this Agreement, regardless of whether we elect to bring suit for those purposes, and you authorize the Credit Union to deduct any such costs or expenses from your eligible accounts without prior notice to you.
  12. **Amendment.** You agree that we may add to, change or delete any term of this Agreement, the Rate Sheet and the Fee Schedule, and any notice, agreement or policy made a part of this Agreement, from time to time at our sole discretion, subject to applicable law.
  13. **Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, illegal or void as against public policy, that provision will not affect the validity, enforceability or legality of any other provision.
  14. **Re-opened Accounts.** Should your account be closed at any time or times by withdrawal of the balance of the account, and later re-opened by you, such re-opened account shall be subject to all of the terms, conditions, and fees of this Agreement, whether or not any new signature card or other account agreement is signed.
  15. **Governing Law.** This Agreement shall be governed by the Texas Credit Union Act, the Rules and Regulations of the Texas Credit Union Department, the Credit Union's Bylaws, and, solely to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of laws provisions. Venue is proper in Harris County, Texas.
  16. **CLASS ACTION WAIVER.** No member or account holder may maintain or pursue against the credit union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be pursued by a member against the credit union in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred.
  17. **Document Retention.** You authorize us to scan all documents and electronically store these images. 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.
  18. **Notices.** Unless otherwise provided in any of our agreements or disclosures we have provided to you, any notice you provide to us must be in writing and will not be effective until we have actually received it and have had a reasonable opportunity to act on it. Unless we specify otherwise in any notice we provide to you, notices from us will be effective when mailed or otherwise delivered or made available to you.
  19. **Official Checks.** The purchase of an Indemnity Bond will be required before any official check of this Credit Union will be replaced or refunded in the event it is lost, misplaced or stolen.
  20. **Closing the Account.** Any Party to an account may close the account at any time; provided, however, that no Joint Owner may close the Primary Savings Account of a member or reduce the balance of any such account below the par value of one share, unless authorized by the Credit Union. Your right to close an account is subject to any statutory or contractual lien existing in the Credit Union's favor and any legal process levied against any such account. If we pay any item or payment order after your account is closed, you agree to reimburse us. The Credit Union may close an account at any time and disburse funds on deposit in any such account to the Owners of the account in any manner it deems appropriate if (a) any of the events set forth in the preceding paragraphs eight (8) or ten (10) should arise, (b) the Credit Union believes it 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, (c) the Credit Union determines that any Party to the account or claiming an interest in the account has been abusive in the use of the account or in the conduct of his/her affairs with the Credit Union, (d) our attempts to verify your identity have failed, (e) you do not cooperate with our reasonable requests in connection with maintenance of your account or (f) there has been a change in account ownership or a change with regard to the persons authorized to sign on the account.
  21. **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 Owner, once we are notified of an Owner's death, we may pay items drawn against the account or other payment orders authorized by the deceased account Owner for a period of ten days after the account Owner's death unless we are ordered to stop payment by a person claiming an interest in the account. We may require any person claiming an interest in the account to indemnify us against any losses arising out of the payment of any such claim, and the 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 discontinue 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 or is eligible for membership, we may require that the account be closed and reopened in the name of that surviving Joint Owner. If a deceased account Owner has any loans with us, funds may be placed on hold until we have a reasonable amount of time to determine member liability.
  22. **Credit Reports.** You authorize us to obtain and verify your credit and employment history, and to request and use credit reports when considering any application to open an account or application for related financial services. We may report information about your share and loan accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report. If you believe that information we have reported or may report to a credit bureau is inaccurate or incomplete, please notify us in writing at: First Community Credit Union, Attn: Special Services PO Box 840129, Houston, TX 77284-0129. Include your name, address, home telephone number and account number and identify the information you believe is incorrect. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.
  23. **Direct Disputes of Information Appearing in Credit Reports.** You may dispute directly to us any information contained in a credit report that pertains to an account or other relationship we have or have had with you. We will investigate such disputes when you notify us in writing at any address for us that appears in the credit report or at the address set forth in Section 21 above. In your letter, you must include sufficient information for us to identify the account or other relationship in dispute; you must identify the specific information you are disputing; and you must explain your basis for the dispute. You also must provide all supporting documentation or other information we may reasonably require to substantiate your dispute. If you do not comply with these requirements, we may decline to investigate the dispute.
  24. **Assignment.** You may not assign your account or this Agreement, or any of your rights under this Agreement, without our written consent.
  25. **Headings.** The titles and headings of the various sections of this Agreement are for the sole convenience of the Parties to this Agreement and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.
  26. **No Waiver of Rights.** We do not waive any of our rights or remedies under this Agreement unless we agree to any such waiver in a writing signed by us. If we delay or fail to enforce any of our rights or remedies under this Agreement, such delay or failure shall not operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not prevent us from enforcing our rights and remedies on future occasions.
  27. **Confidentiality.** Protecting your privacy and the security of your personal information is very important to us. Our privacy and security practices are explained in our Privacy Policy, which is provided at the time of membership and is also available on our website. We will only disclose your personal information to nonaffiliated third parties (i) as necessary to carry out or complete transactions you have requested, including verifying the existence of sufficient available funds, (ii) on your written instructions, and (iii) as otherwise permitted or required by law, such as in connection with court orders and subpoenas.
  28. **Cooperation in the Investigation of Claims of Unauthorized Activity.** If you submit a claim of unauthorized activity relating your account, you agree, on our request, to (a) adequately describe your claim in writing in a signed affidavit, declaration under penalty of perjury, or any related form that we provide, (b) file a police report, if requested, and (c) cooperate with us in all respects in the investigation of your claim, including promptly completing and returning to us any documentation that we may require. If you fail to fully cooperate with us in the investigation of your claim, we may choose to terminate our investigation and revoke any provisional credit we have provided to you.
  29. **Communications.** In order to ensure we carry out your instructions accurately and to provide quality member service, you consent to the monitoring and recording of telephone conversations and other communications between you and us. You also agree that we may contact you at any address or telephone number you have provided to us or from which you have contacted us, including any email address or mobile phone number, and through any available communication channel such as text messaging or video messaging, subject to applicable law. If you provide us with your email address, you authorize us to send email notices and communications, including messages announcing various benefits available to you. Standard message and data rates may apply.
  30. **Binding Arbitration of Claims and Disputes. RESOLUTION OF BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.**

#### Agreement to Arbitrate Disputes.

Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

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

#### Disputes Covered by Arbitration.

Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or



disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. Disputes also include claims or disputes relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All such disputes are referred to in this section as "Claims".

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

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

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

#### **Right to Reject this arbitration provision.**

You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the date a notice of this arbitration provision being added to the Membership Agreement was placed in the mail or email to the address you provided, if applicable, or within 30 days of first being sent or offered any copy of our Membership Agreement with this arbitration provision in it, whichever is sooner. To opt out, send us notice via U.S. Mail or e-mail that you reject this arbitration provision, including your name as listed on your account and your account number to the following address or e-mail address: PO BOX 840129 Houston, TX 77284 or info@fccu.org.

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

#### **The Arbitration Proceeding.**

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association ("AAA") or JAMS. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

#### **Costs.**

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

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

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

#### **Severability, Survival.**

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

### **ELECTRONIC FUND TRANSFER SERVICES AGREEMENT AND DISCLOSURES**

The following provides important information concerning your use of electronic funds transfer services provided by us, have an FCCU Visa® Debit Card or have arranged to have regularly scheduled or periodic payments made directly out of your account.

- 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 First Community Credit Union (FCCU) Visa® Debit Card (collectively "card") is issued, to any person whom a Personal Identification Number or password (collectively, "PIN") is issued in connection with any such card or PIN or any other electronic fund transfer service, any person authorized to use or given access to use any such card or PIN and any Owner on any Credit Union account which may be accessed by the card or a PIN. The words "we," "us," "our," and "Credit Union" refer to First Community Credit Union (FCCU). You agree that any use of a card or a PIN by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of your Deposit Agreement with us, which is incorporated into this Agreement by reference. If any of the terms of this Agreement should conflict with the terms of the Deposit Agreement, the terms of this Agreement will control unless the Deposit Agreement specifically provides otherwise.
- 2. Overdrafts.** You agree that you will not use your card or any PIN to withdraw or transfer funds from your account in amounts exceeding the available balance in your account at the time of any such transfer. Subject to any Overdraft Transfer arrangements you have made with us, you agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient available funds in your account. The term "available funds" means funds that are not subject to a hold and are immediately available to pay presented transactions. If your account has sufficient available funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion, including first honoring 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. You also agree that, at our option, we may post all debit card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made. You agree that your use of the card or any PIN shall be subject to the Overdrafts and Overdraft Transfer section of the Deposit Agreement and our separate Overdraft Privilege Policy.
- 3. Card and PIN Security.** You agree to keep your card and PINs in a place of safekeeping, to refrain from disclosing your PINs to any third party, to refrain from writing any PIN on your card, and to refrain from recording or displaying your PINs in such a manner that they will be accessible by third parties. You agree that the use of the card or any PIN by (i) you, (ii) any other applicant, (iii) any Party to any of your accounts that may be accessed by the card, (iv) anyone you permit or authorize to use your card or PINs, and (v) anyone to whom you disclose your PINs or give access to your card or PINs shall be deemed an authorized user for which you shall be liable. You agree to follow our security procedures to authenticate your identity when requesting account access or transactions. You understand and agree that anyone authorized to use your PIN for the Audio Response, Online Banking, and Mobile Banking services will have full access to your account and loan information available through those services, including accounts in which the user may not have any ownership interest, and we are not responsible for access by such persons. You are responsible for reporting the loss or theft of your card or any PIN to us as soon as possible after the loss or theft.
- 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 suspend or terminate any one or more electronic fund transfer services or this Agreement at any time, subject to such notification as may be required by applicable law. We are not required to notify any other account Owners or authorized users of any changes to or termination of any service made by an account Owner that affects other users. We may add to, change, or delete any terms of the Agreement and Disclosures from time to time, subject to such notification as required by applicable law.
- 5. Visa® Debit Card Pre-authorization Holds.** When you use your Visa® Debit Card at certain merchants such as self-service gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a pre-authorization hold on your account to cover the transaction. The pre-authorization amount may be greater than the actual purchase amount. We will place a hold on your account for the amount of any pre-authorization request. This hold may remain on your account for up to three business days, not including weekend days and banking holidays, even after the transaction has been paid.

Pre-authorization holds may affect the availability of funds in your account to pay for checks, Visa® Debit Card transactions, and other payment transactions on your account. It is your responsibility to ensure that your available balance remains sufficient to cover the transactions you make. You may incur overdraft fees if you fail to maintain a sufficient available balance to pay your transactions when presented. You agree that we may place merchant pre-authorization holds on your account in connection with your card use, and you will be responsible for any costs or fees you may incur for dishonor of items or otherwise because of such holds.

## DISCLOSURES

1. **Transfer Types.** The following electronic fund transfer services are available. Some of these services may not be available at all terminals.

### Visa® Debit Card

#### **Account Access:**

You may use your debit card and PIN to:

- Withdraw cash from your checking or savings
- Transfer funds from your checking and savings accounts
- Inquire as to the balance in your checking and savings accounts
- Pay for purchases at places that have agreed to accept the card

You may also use your debit card for signature-based transactions that do not require a PIN but may require positive identification. These transactions require you to sign for purchases and will not clear your account immediately like a PIN based transaction does.

**Transfer Limitations** – You may withdraw up to \$500 per day (24-hour period) using an ATM. You may withdraw up to \$9,999.99 or complete no more than 20 transactions per day for point-of-sale transactions, whichever comes first. When getting cash at a point-of-sale terminal, those transactions are free and do not count towards the \$500 per day limit. These limits are per calendar day not business day. Friday through Sunday is considered one day unless Friday is a holiday in which case Thursday through Sunday will be considered one day. If Monday is a holiday, then Friday through Monday will be considered one day. This limitation is an aggregate limitation, meaning that it applies to any combination of transactions across all of your accounts and not to each account separately. If you exceed this limitation, you will be charged an additional ATM Transaction Fee as set forth in the Fee Schedule.

### P.A.T. Audio Response System

**Account Access** – You may use your P.A.T. PIN to:

- Transfer funds between your FCCU accounts
- Request that a check be mailed to your address on file for a withdrawal from your checking or savings accounts
- Obtain your recent account history and balance information
- Make payments on your loan accounts with us
- Please refer to our P.A.T. insert for a complete list of all available services and account access

## Online Banking and Mobile Banking

**Account Access** - You may use your Online and Mobile Banking to:

- Transfer funds between your FCCU accounts and/or memberships
- Obtain your recent account history and balance information
- Make payments on your loans with us from your checking and savings accounts
- Update your address information
- Set up alerts such as balance notifications
- Deposit Checks using Mobile Deposit Capture

### External Transfers

Submit a request for access at any branch location. Upon approval, you may use External Transfers behind Online Banking to:

- Transfer funds between your FCCU account and an account at another financial institution
- Make payments to and/or from FCCU and/or other financial institutions

**Transfer Limitations** - You may make up to five transfers per day/month limit. Transfer up to \$3,000 per day or up to \$10,000 per month, between your FCCU account and remote accounts at other financial institutions, whichever comes first. This limitation is an aggregate limitation and includes funds being transferred into and out of your FCCU account.

### BillPay Service

- Make bill payments to approved merchants and other approved parties from your checking account(s). Refer to the iPay BillPay Agreement within Online Banking for detailed instructions. You agree to hold harmless First Community Credit Union in the event an incorrect phone number or email address is provided.
- You may make payments/transfers not to exceed \$9,999.99 per day.

### Person2Person Payments

- Make Person2Person Transfers - you may make a transfer/payment directly to a person using their email address or phone number. This service is within Online Banking. Approval must be granted to allow person 2 person payments.

### Direct Deposit and Pre-authorized 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.

### Other Withdrawal Transfers

If you pay for something by check and the merchant permits, you may authorize the merchant to convert your check to an electronic funds transfer. This transfer uses the check as a source of information to initiate a one-time electronic funds transfer from your consumer account. You may also authorize a merchant 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 funds transfer.

- 2. Transfer Limitations for Savings Accounts.** No transaction limitations apply to savings accounts. Some limitations may apply to other savings accounts, such as an IRA.
- 3. Fees.** Please refer to our Fee Schedule accompanying this Agreement for disclosures of fees and charges that apply in connection with your use of electronic fund transfers services. In addition to the fees disclosed on our 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 fund transfer.
- 4. Business Days.** Our business days are Monday through Friday, excluding holidays observed by the Credit Union. All holidays are posted at FCCU.org/HolidayHours.
- 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 for transactions over \$15.
  - (b) Periodic Statements.** You will receive a monthly account statement from us for your checking and savings accounts if there is electronic funds transfer activity on the account during a given month. In any event, you will receive a statement for your accounts at least quarterly.
  - (c) Direct Deposits.** If you have arranged to have direct deposits made to your account, you may use Online Banking to confirm receipt of deposit or call us at 281.856.5300. If the only electronic fund transfers to or from your account are pre-authorized transfers, you will receive a statement for your accounts at least quarterly.
- 6. Pre-authorized Payments.**
  - (a) Right to Stop Payment of Pre-authorized 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 or write to us at the phone number or address listed in these disclosures in time for us to receive your request three business days or more before the payment is scheduled. 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 Fee Schedule for each stop payment order you give.
  - (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 Pre-authorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses and damages proximately caused by our failure.
- 7. Contact in Event of Unauthorized Transfer.** If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 281.856.5300 or write to: First Community Credit Union • PO Box 840129 • Houston, TX 77284-0129. You may report a lost or stolen Visa® Debit Card after hours by calling 833.852.1354.
- 8. Confidentiality.** We will disclose information to third parties about your account or transfers you make:
  - (a)** Where it is necessary for completing transfers, or
  - (b)** In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
  - (c)** In order to comply with government agency or court orders, or
  - (d)** If you give us your written permission.
- 9. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting.** Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Calling FCCU is the best way of keeping your possible losses down.
  - (a) For Visa® Debit Card Point-of-Sale and U.S. ATM Transactions Sent Over the Visa and Plus Networks.** 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. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your account or your card. In those cases, your liability will be determined under the standards set forth below for all other transactions. If your card was lost or stolen and the PIN was used, we may not issue you another debit card.

- (b) **For All Other Transactions.** If you tell us within two business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN at an ATM 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, 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. **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 proximately caused by our failure. However, there are some exceptions. We will NOT be liable, for instance:
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
  - If the terminal or system where you are making the transfer does not have enough cash.
  - If the ATM or 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.
  - If the funds in your account are subject to an administrative hold, legal process, or other claim.
  - If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
  - If you closed the account from which you have pre-authorized electronic fund transfers.
  - There may be other exceptions stated in our agreement with you.
11. **In Case of Errors or Questions about Your Electronic Transfers.** Call or write us at the phone number or address listed in this disclosure as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
- 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 ten business days. We will determine whether an error occurred within ten 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 provisionally credit your account within ten 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 the investigation. For Visa® Debit Card point-of-sale (non-ATM transactions), we will provisionally credit your account within five business days for the amount you think is in error unless we determine that the circumstances or your account history warrants a delay of up to ten business days. If we ask you to put your complaint in writing and we do not receive it within ten business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
12. **Visa® Debit Card Currency Conversion.** If you effect a transaction with your Visa® Debit Card in a currency other than U.S. dollars, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be: (i) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (ii) the rate mandated by a government or governing body in effect for the applicable central processing date; and in each instance, plus a 1% Foreign Transaction Fee. The Foreign Transaction Fee will apply to all international purchases, cash advances, and account credit transactions.
13. **Illegal Transactions.** We are prohibited from processing illegal transactions through your accounts or through our relationship with you, including unlawful Internet gambling transactions. You may not use your account in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to process or authorize any such use or transaction. If you engage in illegal transactions or unlawful activity, we also may impose restrictions on your account, including restricting your access to account services, or we may close your account. If you use your account relationship or engage in a transaction that is determined to be illegal, you will be liable to us. You waive any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions.
14. **ATM Safety Precautions.** Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your card to anyone, and do not leave your card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your card or PIN over the phone. 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.

For a complete list of hours, locations and ATMs, click to [FCCU.org](http://FCCU.org).

24/7/365 Phone Service:  
 Call Center 281.856.5300  
 Personal Account Teller (P.A.T) 281.856.4PAT or 800.234.PAT1

## Contact us

Click to [FCCU.org/ContactUs](http://FCCU.org/ContactUs) to see the multiple ways to connect with us.



SB-285  
 Rev.01/22