

Travis County Credit Union

Membership and Account Agreement

Deposit Account Agreement
Shared Branching
Customer Identification Program
Wire Transfer Terms and Conditions
Security Overview
Electronic Funds Transfer Disclosure
Debit Card Agreement
Check 21
Truth in Savings
Privacy Notice



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I. DEPOSIT ACCOUNT AGREEMENT

1. Legal Effect of Agreement

This Agreement covers your and our rights and responsibilities concerning Account(s) offered to you by the Travis County Credit Union. In this Agreement, the words “you” and “yours” mean anyone who signs a Membership Application or Account Card. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more share or other accounts you have with the Credit Union.

2. Ownership of Accounts

The classification and form of ownership of your accounts is set forth on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, Funds Availability Policy Disclosure, the Truth-in-Savings Rate and Fee Schedule (*Rate & Fee Schedule*), and the Credit Union’s Bylaws and policies, and any amendments of these documents from time to time which collectively govern your Membership and Accounts.

- a. **Membership Eligibility.** To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union’s field of membership and must meet any other membership criteria set forth in the Credit Union’s Bylaws or established from time to time by the Credit Union’s Board of Directors. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.
- b. **Single Party Account.** A single party account is an account owned by one member including any individual, corporation, partnership, trust, or other organization qualified for credit union membership. If the account is a single party account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death.
- c. **Multiple Party Account.** An account owned by two or more persons is a multiple party account with rights of survivorship. One of the owners will be designated as the Primary Owner and all others are Joint Owners.
 - I. **Rights of Survivorship.** For a multiple party account with rights of survivorship, upon the death of one party, all sums in the account on the date of death shall vest automatically and without notice in and belong to the surviving party as his or her separate property and estate. All multiple party accounts are accounts with rights of survivorship, and the interest of a deceased owner will pass to the surviving party automatically and without notice.
 - II. **Control of Multiple Party Account Owners.** Any multiple party account owner is authorized and deemed to act for the other owner(s), and the Credit Union may accept orders and instructions regarding the account, request for future service, and any transaction from any other account owner without risk of liability for such orders and

instructions. All owners agree to hold the Credit Union harmless for any claims, damages or causes of action which may be asserted against the Credit Union as a result of, or in connection with, such orders and instructions. Each multiple party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on the account, transfer, or pledge to the Credit Union all or any part of the shares of any account without the consent of the other account owner(s), and the Credit Union shall have no duty in such event to notify any other account owner(s). The Credit Union shall not be liable to any account owner for the actions of another account owner and all owners agree to hold the Credit Union harmless for any claims, damages or causes of action which may be asserted against the Credit Union as a result of, or in connection with, such actions.

- III. Removal of Account Owners. Only the Primary Owner may remove other owners from the account(s). The Primary Owner may remove a Joint Owner from the account(s) without that Joint Owner's authorization or knowledge and without notification. A Joint Owner has no right to remove the Primary Owner from the account(s). The Credit Union will not be liable to any Joint Owner for a Primary Owner's removal of a Joint Owner from an account and all owners agree to hold the Credit Union harmless for any claims, damages or causes of action which may be asserted against the Credit Union as a result of, or in connection with, the Primary Owner's removal of a Joint Owner. Additionally, a Joint Owner is responsible for making arrangements to stop any future automatic deposits after removal. The Credit Union is not responsible for any automatic deposit after a Joint Owner's removal and will not be able to turnover any such funds to the removed Joint Owner after the date of removal. The Credit Union is not liable to the removed owner for any funds automatically deposited into an account after a Joint Owner is removed and all owners agree to hold the Credit Union harmless for any claims, damages or causes of action which may be asserted against the Credit Union as a result of, or in connection with, any post-removal direct deposit. Additionally, the Credit Union reserves the right, but is not obliged, to require written consent of all account owners for a change of ownership or termination of a multiple party account. If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act, or require that all account owners agree in writing to any transaction concerning the account. The Credit Union will not be liable to any owner for any claims, damages or causes of action that arise should one of these actions become necessary.
- IV. Multiple Party Account Owner Liability. If any item deposited in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple party account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. If any

account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the multiple party account regardless of who contributed the funds to the account.

- d. **POD / Trust Accounts.** A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetimes, and upon the death of the last owner, payable to any named and surviving POD designated on the Account Card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship. The Credit Union shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.
- e. **Accounts for Minors.** For any account established by or for a minor, the Credit Union reserves the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts in such account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any account owner.
- f. **Power of Attorney.** We are not required to recognize any power of attorney to act on an account. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. The Credit Union will not be liable to any person for any claims, liability, damages or causes of action which arise as a result of the Credit Union's recognition of any power of attorney.
- g. **Withholding and Reporting of Interest.** If you fail to provide us with your correct taxpayer identification number ("TIN"), we are required by law to withhold a specified percentage of taxable interest we make to you. This is commonly referred to as "backup withholding." You must provide us with your TIN even if you don't have to file a tax return, and you must also certify that you are not subject to backup withholding. These certifications must be given under penalty of perjury. For an individual account, the applicable TIN is the Social Security Number ("SSN") of the sole account owner. For a joint account, it is the SSN of the joint owner listed first on the account. We are not required to open (and may close) an account for you if you do not provide and certify your TIN, even if you are exempt from backup withholding and information reporting. We are required to report interest to the Internal Revenue Service ("IRS"). We include your TIN in those reports. Non-resident aliens who are not subject to information reporting must certify to us that they are exempt from withholding status by completing a Certification of Foreign Status (W-8). Each non-resident alien joint owner of a joint account will be required to submit the appropriate W-8 Certification Form. We reserve the right to open an account only in the name of non-resident alien owner(s) who has signed and submitted W-8 Certification. Forms at the time the account is opened

and to expand the title or signature card to include the names of additional non-resident alien owners at the time we received a signed and dated W-8 from such non-resident alien owner(s). You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

3. Deposit of Funds Requirements

All the Credit Union's actions relating to this account, including but not limited to this document, will be governed by the laws and regulations of the State of Texas and the United States. Any lawsuit regarding your account must be brought in a proper court in Travis County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, such determination will not affect the remainder of this agreement.

- a. **Deposits.** You can make deposits to your account at the Credit Union, by mail, or by any other method we make available. We will accept checks payable in U.S. dollars drawn on a U.S. Bank. We are not responsible for deposits made by mail until we actually record the receipt of those deposits in our books and records. We have the right, but are not obliged, to endorse any non-cash items submitted for deposit into your account and deposit them into your account and the right to not accept items that contain multiple, missing or improper endorsements. We also have the right to limit, refuse, hold or return any deposit. You agree to reimburse us for any loss or expense (including, without limitation, reasonable attorneys' fees and cost of litigation) we incur because you fail to endorse an item exactly as drawn, you deposit an item with a missing endorsement, or resulting from or arising out of any return of any deposited item for any reason whatsoever. If we receive an item on a weekend or holiday the item is deemed to have been received on our next business day. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union. We will make any necessary adjustments to your account for any discrepancies with which we agree and notify you. We reserve the right to make adjustments to your account, in our sole discretion, for computation or other errors to your account.
- b. **Authorized Signatures.** The authorized signatures for an account are those reflected on the signature card, any resolution, or other separate written authorization relating to the account permitted and received by us. For the payment of funds and for other purposes relating to any account you have with us, we are authorized to recognize those signatures, but we will not be liable to you for refusing to honor a check or other signed instructions if we believe, in good faith, that the signature appearing on such checks or instructions is not genuine. We do not offer accounts that require two or more signatures. Any such designation is solely for your convenience and internal control purposes and not binding on us. As a result, you agree that we may pay checks against your account without regard to the number of desired signatures. You may also give another person authority over your account by your conduct or failure to act and although we may recognize such authorization, we may refuse to do so without liability to you. For example, if you voluntarily give information

about your account (such as our routing and transit numbers and/or your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to that party, any item presented against your account by the party to whom you gave the information is deemed to have been authorized by you. Moreover, you guarantee and warrant any unsigned draft that you deposit into your account is authorized.

- c. Facsimile Signatures. We are not liable for and reserve the right to reject any item drawn against any personal account that bears or appears to bear a signature or endorsement made by use of a facsimile signature stamp, machine or any method other than an original handwritten signature or endorsement, whether or not genuine. If you use, place or make a facsimile signature or endorsement on any item, you bear the risk of any unauthorized use of your facsimile method or the use of fake facsimiles and you agree that we may pay and charge your account for such item, regardless of by whom or by what means the actual or purported facsimile signature or endorsement may have been affixed (whether or not authorized) and regardless of by whom or by what means the item was created (whether or not authorized).
- d. Placement of Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements of any owners if the Credit Union chooses to supply such endorsements. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, the Credit Union may require endorsement as set forth on the item. If you issue a check that contains a carbon band, printing, endorsements or other material on the back of the check outside the area extending one and one-half inches from the trailing edge of the check, that material could also interfere with endorsements by banks and cause delays in returning the check. Similarly, if you or a prior endorser signs, stamps or affixes an endorsement to a check for deposit that is outside of the area extending one and one half inches from the trailing edge of a check, that material could also interfere with endorsements by banks and cause delays in returning the check. Therefore, you agree that (1) we shall not be liable to you for and (2) you will indemnify and hold us harmless from any and all claims, damages, or causes of action, less costs and expenses (including without limitation reasonable attorneys' fees and the costs of litigation) that we or you may incur as a result of the late return of a check caused by carbon band, printing, endorsements or other material on the back of any check drawn on or deposited to your account that extend outside the area extending one and one-half inches from the trailing edge of the check. The trailing edge is defined as the left side of the check when viewing it from the front.
- e. Collection of Items. When receiving items for deposit, we act as your collection agent and assume no responsibility beyond the exercise of ordinary care. Special instructions for handling an item are effective only if made in writing and given to us along with the item in question. We will not

be liable for default or negligence of our correspondent banks or loss in transit and each correspondent bank will only be liable for its own negligence. You are responsible for reconstruction and proof of loss of any items, including checks and other negotiable instruments, included in deposits which are lost or stolen in transit before we have received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction and proof of loss of any items, including checks and other negotiable instruments, included in deposits that are lost or stolen in transit after we have received and accepted the deposit. Items and their proceeds may be handled in accordance with applicable Federal Reserve regulations and operating circulars, Clearinghouse Association or Funds Transfer Systems rules and contractual arrangements with other financial institutions. All deposited items (including those drawn on another account at the Credit Union) are credited subject to final payment and our receipt of proceeds. Without prior notice to you, we may charge back any item drawn on us if the item cannot be honored against the drawer's account. If you have insufficient funds in your account to cover a returned item, we may overdraw your account in accordance with this Agreement. We are authorized to pursue collection of previously dishonored items, and in so doing, we may permit the payer bank to hold an item beyond the midnight deadline. At our discretion, you authorize us to convert any checks that you deposit into your account and that are returned for uncollected or insufficient funds to an electronic transaction. If any check or other item deposited in your account is returned to us by the bank on which it was drawn through the Federal Reserve, a clearinghouse or other normal check return channels, we may accept that return and charge the check or other item back against your account without regard to whether the bank on which the check was drawn returned the check before its midnight deadline. Furthermore, if, after a check or other item deposited into your account is finally paid, it is returned to us by the bank on which it is drawn because someone has made a claim that the check or other item was altered, forged, unauthorized or should not have been paid for some other reason, we may debit your account for the amount of the item. If you have insufficient funds in your account to cover a returned item, we may overdraw your account in accordance with this Agreement in an amount equal to such check or other item. You agree to reimburse us for any cost or expenses we incur in connection with any such claim (including, without limitation, attorneys' reasonable fees and court costs) and agree that we may impose service fees against your account for processing any such claim as reflected in our *Rate & Fee Schedule* from time to time.

- f. Final Payment. All items or ACH (Automated Clearing House) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

- g. Automated Processing of Items. Checks you write may be automatically processed and/or converted into electronic images (truncated) during the check collection and return process. If you elect to have your bank documents printed by a vendor that has not been approved by the credit union or you use check stock or features (i.e., security features) that cause critical data to disappear or be obscured upon truncation or you make your check out in such way (i.e., using a lightly colored ink) that causes critical data to disappear upon truncation, you will be doing so at your own risk. We shall not be liable for processing errors or delays, losses or our failure to process any such item due to printing inaccuracies or faulty magnetic ink encoding of critical data, or the failure of critical data printed or written on the item to survive truncation. These automated procedures involve high-speed automated check processing machines that read information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, we may disregard all information on the item other than any information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. For example, we may rely on the amount of an item as encoded in magnetic ink, even if that encoded amount differs from the face amount of the item or exceeds the maximum amount for which the item is valid as stated in a legend on the item (even if we are aware of it). You agree to reimburse us for any loss or expense (including, without limitation, attorneys' reasonable fees and the cost of litigation) we incur because you issue or deposit an item containing extra information such as, but not limited to, maximum amount limitations, date limitations, two signature requirements, etc., or containing features or ink that cannot be properly imaged. You also agree that we have exercised ordinary care in paying an item even though our procedures do not provide for the sight examination of items with a face amount below an amount we specify from time to time.
- h. Payment of Checks and Other Withdrawals. Checks and other items are sometimes lost or truncated (i.e., converted into electronic images) during the collection process. Items that have been truncated may also be reconverted into substitute checks or other replacement documents. Under federal law, the Credit Union is required to accept substitute checks with warranties as the legal equivalent of the original and the Credit Union will pay and charge against your account such substitute checks. Moreover, you agree that the Credit Union may at its discretion pay and charge against your account photocopies, image replacement documents, electronic check or other paper or electronic replacements of the original item that do not constitute substitute checks, if they are legitimate replacements for properly drawn and authorized items. You agree to allow any imaged document or copy to serve as the original for all purposes, including charging your account or determining validity of signature, etc. We reserve the right to refuse to pay or impose a special fee for any check or other item drawn against your account or used to withdraw funds from your account if the transaction is made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically

permitted for your account. If you buy checks from a third-party vendor and not through us or if you print your own checks, you must be sure that you do not issue more than one check with the same serial number. If you issue such duplicate checks, we are not responsible for any loss, cost or expense that you incur as a result. Withdrawals are generally made first from finally collected funds and, unless prohibited by law or by our written funds availability policy, we reserve the right to refuse to pay any check or other item drawn against uncollected funds, impose a special fee for each such item, or both. We may pay checks or other items drawn upon your account (including those payable to us or on which we may be liable) in any order determined by us, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Without prior notice to you, we may change the order in which we generally pay items.

- i. **Direct Deposits.** The Credit Union may offer direct deposits options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts at the Credit Union or other financial institutions. You must authorize each direct deposit or preauthorized transfer by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

4. Funds Availability

Our policy is to make funds from your deposits available to you on the business day we receive your deposit. Once they are available, you can withdrawal the funds in cash, and we will use the funds to pay checks that you have written and honor ATM and preauthorized debits that you have authorized.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit with a member of our staff before 6:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit through our night drop facility, or on a day we are not open, we will consider the deposit was made on the next business day we are open.

- a. **Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day after the day of the deposit.

If we are not going to make all the funds from your deposit available

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

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

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communication or computer equipment.

We will notify you if we delay your ability to withdrawal funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7) business day after the day of your deposit.

- b. Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh (7) business day after the day of your deposit. If your deposit of the checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2) business day after the day of your deposit.

Funds from all other checks deposited will be available on the seventh (7) business day after the day of your deposit.

- c. Availability of Shared Service Center Deposits. Funds from deposits made at locations designated as Credit Union Shared Service Centers will not be available the same day, but will follow the same guidelines as section (a) of the funds availability policy.

5. Account Access

- a. Authorized Signature. In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for any claims, damages, or causes of action that arise for refusing to honor any item or instruction of yours if it believes, in good faith, that the signature on such item or instruction is not genuine. If you have authorized

the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third party, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

- b. **Access Options.** You may make withdrawals or transfers from your account(s) in any manner which is permitted by the Credit Union (i.e., check, draft, automated teller machine (ATM), in person, by mail, automatic transfer, or telephone, as applicable). If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any draft that is not drawn on the form provided by the Credit Union. The Credit Union has the right to review and approve any form of power of attorney and may restrict any withdrawals or transfers on your account. We are under no obligation to honor any power of attorney.
- c. **ACH & Wire Transfers.** You may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before we receive final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.
- d. **Credit Union Examination.** The Credit Union may disregard information on any draft or check, other than the signature of the drawer, the amount of the item, and any magnetic encoding information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

6. Automated Clearinghouse

From time to time, you may be a party to an automated clearinghouse (ACH) entry, which may be credited or charged to your account. You agree to be bound by the National Clearinghouse Association (NACHA) operating rules then in effect for any ACH transactions. You agree that we may rely on the representations and warranties of the originator of the ACH transaction set forth in the NACHA operating rules in debiting or crediting your account. We will notify you of the receipt of any ACH entry only in your account statement, and you may confirm receipt by calling the telephone number listed in the "Credit Union Contacts" section of this Agreement. You agree that payment of ACH entries will be processed on the basis of the identifying number, even if

the identifying number identifies a person or entity different from the named party in the transaction. If you receive an unauthorized transaction posted to your account, you have fifteen (15) days to notify us to return the item as unauthorized. We will not be able to return the item after that time without the cooperation and agreement of the originating bank and the originating company. Any other action must be conducted between you and the originator of the transaction.

Please note that the ACH system may not be used to process transactions in violation of Office of Foreign Assets Control (“OFAC”) sanctions. At a minimum, illicit transactions will be blocked or rejected and originators of such ACH transactions may face penalties.

From time to time a merchant may ask to use one of your checks as a source of account information in order to initiate an electronic withdrawal from your account. The merchant should ask you to sign an authorization form and give you a receipt for the transaction. If you authorize such a transaction, the merchant will use certain information obtained from one of your checks (which may be blank, partially or completely filled out and signed or unsigned), along with certain other information concerning the transaction (such as the amount), to initiate an ACH debit transaction against your account. At that point, the merchant should mark the check void and give it back to you (you should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account). The merchant then sends the transaction through the ACH system electronically. The funds will be debited from your account and deposited into the merchant’s account. A description of the transaction containing the serial number of the check used to initiate it will appear on your monthly statement from us. However, because the merchant returned the check to you, it will not be included with your statement. If you authorize a merchant to use one of your checks to initiate this type of transaction, the transfer is governed by the Electronic Funds Transfer Act and is subject to the Electronic Funds Transfer Disclosure and Special Terms and Conditions that appear later in this Agreement. It is not subject to the rules for normal check transactions described in this part of the Agreement. If we return a check you give a merchant because of insufficient or uncollected funds, the merchant may also re-present the check to us electronically. In order to do this, the merchant must give you a notice (before accepting your check) that your check may be collected electronically if it is returned. A description of the transaction containing the serial number of the check will appear on your monthly statement from us. However, because the merchant re-presents the check to us electronically, it will not be included with your statement. If a merchant re-presents a check electronically, the transaction is not covered by the Electronic Funds Transfer Act. However, if the merchant charges you a fee as a result of the returned check and you authorize the merchant to electronically debit the fee from your account, that transfer is covered by the Electronic Funds Transfer Act and is subject to the Electronic Funds Transfer Disclosure and Special Terms and Conditions that appear later in this Agreement.

7. Account Rates and Fees

The Credit Union’s payment of earnings in your account is subject to the account rates and fees, payment, and balance requirements as set forth in the

Rate & Fee Schedule. The Credit Union may charge you fees for accounts and services provided by the Credit Union. The fees and charges that may be assessed against your account are set forth on the *Rate & Fee Schedule*. You agree the Credit Union may change the *Rate & Fee Schedule* at any time, and you will be notified for such changes as required by law.

8. Transaction Limitations

- a. **Withdrawal Restrictions.** The Credit Union may permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds will be subject to a service charge, set forth in the *Rate & Fee Schedule*. If there are sufficient funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient funds in order at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases; for example; any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures any obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal.

- b. **Transfer Limitations.** For share savings and money market account, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the automated clearing house (ACH) as well as overdraft protection transfers from a share account to a share draft or checking account. There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; or (2) transfers to another Credit Union account of yours; or (3) withdrawals when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, your account may be subject to suspension or closure by the Credit Union and the Credit Union may impose a charge.

9. Time Accounts

Any time deposit, term share certificate, or certificate of deposit account allowed by state law (Time Account), whichever is offered by the Credit Union, is subject to the terms of this Agreement and the specific terms and disclosures set forth on the *Rate & Fee Schedule* and Account Deposit Receipt for each account which is incorporated herein by reference.

10. Insufficient Funds and Overdrafts

- a. **Insufficient Funds/Overdrafts.** If on any day, the available funds in your share draft account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with the overdraft protection plan you have with the Credit Union. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's return deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds draft. Your account will then be subject to a charge for the item whether paid or returned as set forth in the *Rate & Fee Schedule*. You are responsible for the full amount of any overdraft and the related service charges. We can enforce overdraft liability in a joint account against any joint owner individually (and each joint account owner agrees to be liable for all overdraft liability in the joint account), even if the joint owner did not sign the item creating the overdraft or receive any benefits from its proceeds. You agree to deposit sufficient funds to cover the overdraft and the related service charge immediately upon notice of the overdraft and to reimburse us for any costs we incur in collecting the overdraft from you, including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If the Credit Union pays a draft or imposes a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.
- b. **Overdraft Protection Plan.** If the Credit Union has approved an overdraft protection plan for you, drafts drawn on insufficient funds in your account will be honored by transferring the necessary funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the *Rate & Fee Schedule*. Transfers from an account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement. You may withdraw participation in the Credit Union's overdraft protection plan for you by submitting your request to the Credit Union in writing.

11. Stale, Time-Dated and Post-Dated Items

We maintain the option either to pay or to dishonor any stale check (i.e., a check that is more than six months old) upon presentation to us. Our check processing equipment is unable to detect time-dated checks (i.e., checks stating that they are not valid after a certain date or beyond a certain period of time). As a result, you agree that we will not be liable to you for charging your account after the date or period stated on an otherwise properly payable time-dated check (even if we are aware of it) and you further agree that we are not bound by any time limitation or restriction you may place on any item presented for payment against your account. Similarly, our check processing equipment cannot detect a post-dated check (i.e., a check bearing a date later than the actual date it is written). Therefore, it is not recommended that you issue postdated checks as a means of withdrawal. To stop us from paying

stale, time-dated or post-dated items, you must ask us to stop payment on such items in accordance with the Stop Payment provision below.

12. Stop Payment Orders

- a. **Stop Payment Request.** You may ask the Credit Union to stop payment on checks or ACHs drawn on your account that we have not paid. You must tell us the exact amount of the check or ACH, check number, date of check or ACH payee and the full account number on which it is drawn for us to be able to enter a stop payment. If the information you give us is not correct or if you do not give us other reasonable information requested about the check or ACH, we will not be responsible if we are not able to effect the stop payment. We also cannot be responsible if we are not able to identify the proper check because you have issued more than one check with the same serial number. If you generate your checks by computer or in any other manner that does not produce a MICR-encoded check number on the check, we will be unable to guarantee that your stop payment will be honored. You therefore agree to hold us harmless should we be unable to honor a stop payment order that you have timely and correctly placed on your check with no MICR-encoded check number. We are entitled to a reasonable period of time within which to notify our employees after you give us a stop payment order. A “reasonable time” means until the end of the business day following the day on which the stop payment order was placed. Moreover, we are not obligated to re-credit your account if we pay a check over a valid and timely stop order unless you are able to demonstrate that you would not have otherwise been obligated to pay the check. In that regard, you should be aware that a stop order does not relieve you of your obligation on a check that has been negotiated to a holder in due course. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to transfer to us all of your rights against the payee or other holder of the check, and to assist us in any legal action taken against that person.
- b. **Duration of Order.** A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.
- c. **Liability.** The Credit Union may charge a fee for each draft for which a stop payment order is requested as set forth on the *Rate & Fee Schedule*. You may not stop payment on any certified check, cashier’s check, teller’s check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney’s fees, damages or claims related to the Credit Union’s action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

13. Teller Checks

If a Teller Check is lost or stolen and you request that a stop payment order be placed on such check, the Credit Union may place such a stop payment order under certain circumstances. You must provide to the Credit Union a written statement of the loss and must provide an indemnification in a form acceptable to the Credit Union that will protect the Credit Union in case the Teller Check is presented. The Credit Union may delay reimbursing you for the Teller Check until the Credit Union is reasonably sure that the original check will not be presented. The placement of a stop payment on a Teller Check is solely at the Credit Union's discretion. If we stop payment on a Teller Check we will charge you a service charge according to the current *Rate & Fee Schedule*.

14. Credit Union Liability

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable for any claims, damages, or causes of action that arise if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages, except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area served by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

15. Credit Union Lien and Security Interest

To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have ownership interest, regardless of the source of the funds, unless prohibited by law. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

16. Legal Process

If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to

the terms of the levy. If the Credit Union incurs any expenses or attorney fees in the responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

17. Account Information

Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection to your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balance except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is in compliance with the law; (4) you give the Credit Union your written permission.

18. Accuracy and Verification

You acknowledge and agree that any information you have supplied or will supply in the future to the Credit Union is complete and correct. You agree that we may request reports from credit bureaus and consumer reporting agencies to investigate or reinvestigate any information provided by you in connection with your application for any account. We may also verify your employment, salary, assets, debts and references.

19. Notices

- a. **Name or Address Changes.** It is your responsibility to notify the Credit Union upon a change of name, address or telephone number. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union may not accept oral notices of a change of address and require any other notice from you to the Credit Union be provided in writing.
- b. **Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in terms, rates, or fees as required by law. The Credit Union reserves the right to waive any terms in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.
- c. **Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

20. Taxpayer Identification Numbers and Backup Withholding

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of dividends, interest, and certain other payments under certain conditions. Your failure to furnish a correct taxpayer

identification number (TIN) or meet other applicable requirements may result in backup withholding. If you fail to provide your TIN, the Credit Union may suspend the opening of your account.

21. Statements

- a. **Contents.** If the Credit Union provides a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share drafts or checking accounts, you understand and agree that your original draft, when paid, may not be returned to you, but copies may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statements. You agree that presentation of drafts does not alter or waive your responsibility to examine your statements or the time limit to notify the Credit Union of errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payments made or charged to your account unless you notify the Credit Union in writing within the acceptable time limit for notifying the Credit Union of any errors as outlined in this Agreement.
- b. **Review of Account Statements.** You are in the best position to discover a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to a check, deposit or other credit or debit entry to your account. Therefore, you should promptly and carefully examine your statements when you, or a party designated by you, receive them. If you think that an unauthorized person has withdrawn funds from your account, that one or more deposits is not reflected on your statements, or that there is any other type of error or discrepancy in your statements, you should notify us immediately. The statement is considered correct unless you notify us promptly after receipt of the statement, or after any error is discovered or reasonably could have been discovered, whichever occurs first. If you do not discover and report a forged, unauthorized or missing signature or an alteration promptly after we have sent or otherwise made your statements and/or canceled checks available to you, you agree not to assert against us (a) any forged, unauthorized or missing signature or alteration, if we suffered a loss because of your failure to discover and report the problem, and (b) any forged, unauthorized or missing signature or alteration by the same wrongdoer on items we paid after you have had a reasonable period of time (not to exceed thirty (30) days) to examine the statement containing or reflecting the first forged, unauthorized or missing signature or alteration but before we received notice of the problem from you. If the previous sentence applies, but you are able to prove that we failed to exercise ordinary care in paying the item in question and that our failure substantially contributed to the loss, then the loss will be allocated between us based on the extent to which our respective failures to exercise ordinary care contributed to the loss. In that regard, and as disclosed elsewhere in this Agreement, we process checks and other

items by automated means and do not visually examine all checks or other items. You agree that we do not fail to exercise ordinary care because we use these automated procedures. You also agree that we do not fail to exercise ordinary care if the items were forged or altered so cleverly (as by unauthorized use of a facsimile machine, photocopy machine, computer equipment or otherwise) that a reasonable person would not detect the forgery or alteration. If you have not discovered and reported a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to a check, substitute check, deposit or other credit or debit entry to your account within thirty (30) days of the date on which the first statement containing or reflecting (or that should have contained or reflected) those items was mailed to you or otherwise made available to you, you agree not to assert that problem against us. This thirty (30) day limitation takes priority over the provisions in the previous paragraph and applies regardless of whether or not you or we exercised ordinary care with respect to the item in question (or its payment), the examination of the statement on which it was reflected (or should have been reflected) or otherwise. IF YOU FAIL TO DISCOVER AND REPORT THESE OR ANY OTHER ERRORS OR DISCREPANCIES WITHIN THE THIRTY (30) DAY PERIOD, YOU LOSE ANY AND ALL RIGHTS YOU MAY HAVE TO ASSERT THE ERROR OR DISCREPANCY AGAINST US.

- c. Notice to Credit Union. You agree to notify us if you change your address and/or any contact telephone information. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We will have no liability to you for changing your address based on such information, even if the information provided by the U.S. Postal Service or one of its agents is in error. If any statement is returned to us because of an incorrect address, we may stop sending statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we made your statement of account available to you as of the statement date that was or would have been printed on your statement. You will be responsible for the same care in reviewing these statements as if they were mailed. We will destroy statements being held after 90 days. Your statement is deemed to be received by you five (5) calendar days after its date. You are responsible for notifying us promptly if you do not receive your statement(s).
- d. Fraud Detection/Deterrence and Safeguarding Your Account. There are several precautions that you can and should take to decrease the risk of unauthorized transactions from your account(s). Such precautions include, but are not limited to:
- Safeguarding and not disclosing to third parties information about your account, such as your account number(s);
 - Safeguarding materials and information that can be used to access your account including, but not limited to, your check book, blank or unused checks, electronic access devices including ATM cards, personal identification numbers and any passwords or other access-related information, to prevent them from being misused by an unauthorized party;

- Calling us immediately at 512-477-2641 if you suspect any problem with your account or unauthorized activity, or your checkbook or unused checks are lost, stolen or misplaced;
- Reviewing carefully your checkbook and unused checks for unauthorized activity if you suspect that any of these items may have been stolen or tampered with or if you are the victim of theft or your property is burglarized;
- Promptly and carefully reviewing your statement if applicable, each month for unauthorized activity or missing deposits;
- Closing your account immediately upon discovery of any known or suspected unauthorized activity. When you report missing, stolen, or unauthorized checks, we may recommend that any account(s) that has been compromised by unauthorized or fraudulent activity be closed. If you decline this recommendation and elect to leave your account open, we shall not be liable to you for subsequent losses on the account due to unauthorized activity and we may require you to indemnify us for any losses we incur as well;
- Limiting your telephone transactions with us to landline telephones. Cordless or cellular phone conversations can be intercepted without your knowledge or authorization.
- Issuing any checks with care to avoid alterations or forgeries. Precautions include without limitation using a dark colored permanent ink to write out your checks, making sure the numeric and written amounts match and are readable, and making sure there are no blank or open spaces in the body of the instrument where words or figures are to be inserted.

22. Service Fees

You agree to pay any service fees that apply to your account or the services described in or incorporated into this Agreement. Service fees may include, but are not limited to, charges for check printing, stop payment orders, notices of post-dated items, Teller Checks, Money Orders, overdrafts, automated clearinghouse (ACH) entries, wire transfers, investigation, research and insufficient funds checks. Any fees may be deducted from your account without prior notice to you. We will not be liable for dishonoring checks or other withdrawal orders because of insufficient funds resulting from proper deduction of fees. Our current *Rate & Fee Schedule* is given to you when you open an account. Service fees are subject to change from time to time at our discretion. Notice of any changes will be sent to you at the address shown on our records, and a reasonable period of time will be given before any changes become effective. You further agree to reimburse us for any actual expenses we incur to execute, cancel or amend any wire transfer payment order or ACH entry, or perform any related act at your request.

23. Transfer of Accounts

No accounts are transferable. Personal savings accounts and time deposits are assignable only with our prior written consent and we may, in our sole and absolute discretion, withhold such consent. No assignment will become effective until we have recorded it in our records.

24. Inactive Accounts

If your main share account falls below the minimum applicable balance, and you have not made a withdrawal from, deposit to, or transfer involving your account for more than eighteen months, the Credit Union may classify your account as a dormant account. The Credit Union may assess maintenance fees on dormant accounts as disclosed in the *Rate & Fee Schedule*. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other sufficient contact with you within the period specified by state law, the account will be reported and remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds, and if you choose to reclaim such funds, you must apply with the appropriate state agency.

25. Check 21

If your account is a Share Draft account or Money Market account with check-writing privileges, it is subject to the provisions of the Check Clearing for the 21st Century (Check 21) Act. If your account is subject to the Check 21 Act, you will or may receive substitute checks or images of substitute checks in place of your checks or copies thereof. These substitute checks are the legal equivalent of original checks for all purposes and may be used as such.

In addition, the Check 21 Act gives you certain rights, and imposes certain obligations on you, with respect to recredits and other disputes which may arise from the use of substitute checks. These rights are detailed in the statement attached as Appendix B. If your account is subject to the Check 21 Act, it is subject to the rights and obligations set forth in Appendix B to this Agreement.

26. Legal Process Affecting Accounts

If legal action such as an attachment, garnishment, levy or other state or federal legal process ("legal process") is brought against your account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. We will not contest on your behalf any such legal process and may take action to comply with such process as we determine to be appropriate in the circumstances without liability to you, even if the legal process purports to affect the interest of only one owner of a joint account and even if any funds we may be required to pay out leaves insufficient funds to pay a check you have written. If we incur any expenses, including without limitation, attorneys' reasonable fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment of other levy against your account is subject to our right of setoff and security interest.

27. Termination of Account

The Credit Union may terminate your account at any time without notice to you, may require you to close your account at any time without notice to you, or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any share drafts are lost or

stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been any misrepresentation or any other abuse of any of your accounts; or (7) if the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union. You may terminate any account to which you are the primary member at any time by notifying the Credit Union. The Credit Union reserves the right to require the consent of the primary member when the joint owner presents a termination request of a multiple party account. The Credit Union is not responsible for payment of any draft, withdrawal, or other item after your account is terminated.

28. Termination of Membership

You may terminate your membership at the Credit Union after giving notice of your intent to withdrawal from membership. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

29. Death of Account Owner

The Credit Union may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after the date of death unless the Credit Union receives instructions from any claiming an interest in the account to stop payment on the drafts or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of an account owner.

30. Severability

In the event that any portion of this Agreement is held by a court of law to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

31. Enforcement

You agree to be liable to the Credit Union for any loss, cost, or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, cost, or expense from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce the Agreement or collect any amount due under this Agreement, the Credit Union shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceeding, and any post-judgment collection actions.

32. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of Texas in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Travis County, Texas.

33. Indemnification of the Credit Union

You agree to indemnify and hold us, our officers, employees and agents harmless from any and all losses, claims, and expenses (including attorneys' fees and costs of litigation) of any kind (collectively "losses, claims and expenses") arising in connection with the services provided under this Agreement, except losses, claims, and expenses arising out of our negligence or willful misconduct of our employees. You further agree to hold us and our officers, employees and agents harmless from any and all claims and expenses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you. We shall not be responsible or liable to any other entity's (not under our direct control) acts or omissions, including without limitation, any Federal Reserve Bank, Clearinghouse, correspondent bank, or transmission or communication facility, and we shall not be responsible or liable to you for failure or delay in our performance under this Agreement or for any losses, claims, and expenses due to causes or conditions, including, without limitation, delays and/or interruptions of business due to acts of God, natural disasters, fire, acts of government authority, acts of terrorists, public enemy or war, riots, civil disturbances, insurrections, labor difficulties, power failure, telecommunications failure, severe adverse weather conditions or other circumstances beyond our reasonable control. Even if liability is established for actual damages, IN NO EVENT SHALL WE OR YOU BE LIABLE TO ONE ANOTHER FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED FOR UNDER THIS AGREEMENT, EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW. The limitations and exclusions in this paragraph shall apply to all claims of every kind, nature, and description whether arising from breach of contract, breach of warranty, negligence or other tort, and shall survive the termination of this Agreement.

34. Costs and Attorneys' Fees

You agree to reimburse us for our costs and expenses (including attorney's fees) incurred in any action that we bring against you concerning your account and in any lawsuit instituted by you against us where we are the prevailing party. You further agree to reimburse us for any actual expenses we incur to execute, cancel or amend any wire transfer payment order, or perform any related act at your request, including, without limitation, costs associated with investigations and research we initiate internally. We may charge any account of yours for such costs and expenses without prior notice to you.

35. Setoff of Debts and Security Interest

Any pledge or assignment of time deposits and other deposit accounts for security purposes remains subject to our right of setoff and security interest. If you ever owe us money as a borrower, guarantor, judgment debtor or otherwise, and it becomes due, we have the right under the law (called "setoff") and under this Agreement, by which you grant us a security interest in your certificates of deposit and other deposit accounts, to use the money from your accounts) maintained with us to pay the debt. We may use the money to pay the debt even if the withdrawal results in a loss of interest, the imposition of a

penalty or the dishonor of checks. In the case of a joint account, each joint owner agrees that we may use the money in their joint accounts to satisfy any one of their individual obligations. We may use the money if: (1) you are a joint owner of the account and (2) you are indebted to us or (3) the debt is owed to us by another joint owner. This right exists irrespective of who contributed funds to the joint account. Similarly, each joint owner agrees that we may use the money in their individual accounts to satisfy obligations in their joint accounts. The security interest granted by this Agreement is consensual and is in addition to our right of setoff. However, our right of setoff and security interest may not apply to your account if: (a) the debt is created by a consumer credit transaction under a credit card plan (unless that debt is subject to a court judgment in our favor); or (b) the debtor's right of withdrawal arises only in a representative capacity. To the extent any of the funds to be setoff are entitled to any exemption from execution, levy, attachment, garnishment, seizure or other legal or equitable process (including, without limitation, any Social Security, Supplemental Security Income, Veterans or other federal or state benefits), then to the maximum extent allowed by law you hereby knowingly, affirmatively and unequivocally waive such exemption and consent to our setoff against such funds as contemplated by this Agreement.

36. Changing this Agreement

We have the right to change the terms of this Agreement and any fees, charges and other terms, and conditions described in other documents incorporated by reference. We will notify you in writing at least thirty (30) calendar days before the change will take effect. Any such notification will be effective if mailed to the address of the account in our records. If any such notice is returned to us as undeliverable, the changes described in that notice are still binding on you. Therefore, it is very important for you to notify us right away if your mailing address changes. This Agreement may not be amended or modified orally. We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other members, or to enforce any of our rights with respect to later transactions with you. Whether we enforce or waive our rights does not obligate us to enforce or waive similar rights in the future, nor will such waiver modify this Agreement.

37. Terminating this Agreement

You can terminate this Agreement at any time by notifying us in writing and by closing your account. We can also terminate this Agreement and close your account at any time by giving you notice and reasonable time before the effective date of such termination and closure. Notwithstanding the foregoing, you agree that we may close your account without advance notice under certain circumstances such as, for example, we believe in good faith that your account is being used to facilitate a fraud or other crime. Whether you terminate this Agreement and close your account or we do, the account closing will not affect your obligations under this Agreement, even if we allow any transactions to be completed after this agreement has been terminated. You will remain responsible for any fees you incur on your account and any outstanding items and overdrafts. If you close your account during a statement

period, you may not receive interest that has accrued but has not been credited.

38. Member's Waiver of Notice

By signing the Signature Card, or using your account, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check, which you deposited, is dishonored and returned to us, we are not required to notify you of the dishonor.

39. Information Reported to Consumer Reporting Agencies

We may report you to credit bureaus. Late payments, missed payments or other defaults to your account may be reflected in your credit report.

40. Force Majeure

You agree we shall have no responsibility or liability to you or any third party for failure or delay in our performance under this Agreement or for any losses due to causes or conditions including, without limitation, delays and/or interruptions of business due to any act of God, natural disasters, fire, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power failure, telecommunications failure, severe adverse weather condition or other causes beyond our reasonable control. The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.

41. Invalidity of Contract Provisions

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

42. Entire Agreement

This Agreement and the documents to which it refers constitute your and our entire agreement and understanding and supersede all prior agreements and understandings. This Agreement may not be changed orally.

II. Shared Branching

Shared Branching is a cooperative network of credit unions sharing over 4,400 locations nationwide designated as Credit Union Shared Service Centers. Members of Travis County Credit Union will be able to conduct deposits, withdrawals, and other routine transactions at any of these Shared Branching locations given the following terms and conditions.

1. Terms and Conditions

- a. Members must have an account in good standing to qualify for use of the Shared Branching network.
- b. You must know the exact name of your credit union, and you must know or have with you your account number.
- c. You must have a valid State or Government issued photo identification with you.

2. Service Offered

- a. Deposits into your savings or checking account. Funds from deposits made at locations designated as Credit Union Shared Service Centers will not be available the same day, but will follow the same guidelines as section (a) of the funds availability policy.
- c. Withdrawals up to \$1,500 cash per business day. Some restrictions may apply based on the individual policies of the Shared Branch you are visiting.
- d. Transfer funds between accounts. Some restrictions may apply based upon the account type to which you are transferring.
- e. Loan payments as long as the loan is not currently past due.
- f. Transaction history (not available in all locations).

3. Additional Services

Some locations may have available the following services at cost to you.

- a. Official or cashier's checks, money orders, and traveler's cheques.
- b. Faxing and notarizing documents.

For a list of available locations, visit the Credit Union Service Center web site at www.cuservicecenter.com

If you have any questions with regard to your accounts or loans, your direct deposits, or inquiries on suspicious transactions, those should all be directed to TCCU directly using the contact information found on the back page of this book.

III. CUSTOMER IDENTIFICATION PROGRAM (CIP)

It is the policy of Travis County Credit Union (the "Credit Union") to comply with all federal regulations in regards to obtaining and verifying customer identification at account opening or changes in the ownership of an account i.e. adding signers to an account, accepting a power of attorney, etc.

1) Customer Notification

- a) Travis County Credit Union provides verbal and/or written notification that it is requesting information to verify members' identities.

2) Lack of Verification

- a) No account will be opened if the appropriate documents are not provided and/or valid.

Important Information About Opening Your New Account:

To help 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.

IV. WIRE TRANSFER TERMS AND CONDITIONS

If you wish to use our wire transfer service, the following terms and conditions shall govern all transactions for our acceptance and processing of your payment orders, credits and related requests. If a discrepancy were determined to exist between these Terms and Conditions and other provisions of this Agreement, then these Terms and Conditions shall control but only to the extent necessary to address the discrepancy. Unless otherwise defined below, the terms used in this Section of this Agreement shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code of the state in which your account or relationship is maintained.

1. **Authorization and Security Procedure.** We have established operating rules and security procedures for you to initiate and receive funds transfers to or from your account(s). If we receive a payment order (or related request) in accordance with our security procedure, it shall be conclusively deemed authentic and we shall be entitled to rely thereon. You are responsible for the accuracy of the initial communication of the payment order as well as the accuracy of any documentation or callback of the payment order made by us.
2. **Execution of Payment Orders.** If we receive a payment order that has been verified according to our security procedures, you authorize and direct us to debit your account(s) as listed on the payment order and transfer the funds. We are authorized to rely on any payment order believed by us in good faith to have been given by the account owner or an authorized representative.
3. **Cut-Off Times.** We must receive all payment orders before the cut-off time for funds transfers on a business day established by us from time to time. Any payment orders or related requests received after such deadlines, or on weekends, holidays for us or the bank or institution to receive the transfer, or the funds transfer system to be used, will be treated as received on our next funds transfer business day. We will make reasonable efforts to execute all payment orders received prior to the deadline.
4. **Advice of Funds Transfers.** Unless otherwise agreed in writing, we will not provide a next-day wire transfer summary statement or confirmation. Instead, we will notify you of a receipt or payment by wire transfer in any periodic statement provided to you. You agree to examine each of your periodic statements promptly upon receipt and to notify us immediately of any discrepancies between the periodic statement and your records. We shall not be liable for interest compensation unless we are notified of the discrepancy within thirty (30) days after the date of your statement indicating the debit for the payment order in question. You agree that your right to assert a claim against us with respect to any transaction reasonably identified on a statement shall expire one (1) year after the date of the transaction that becomes the basis for such a claim.
5. **Limitation of Liability and Indemnification.** You expressly agree that we shall be liable to you only for our erroneous execution of a payment order. We shall not be liable for any errors or delay on the part of any third party including, without limitation, third parties used by us in executing a

payment order or performing a related act and no such third party shall be deemed to be our agent. We shall not be liable for our refusal to honor any request if we, in good faith, are unable to determine to our satisfaction that such request is valid, based upon our adherence to our security procedures. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF WE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Except as may be limited by applicable law, you agree to indemnify us and hold us harmless (including the payment of attorneys' reasonable fees) against all liability to third parties arising out of or in connection with the terms and conditions of this Agreement and the services provided hereunder or otherwise pursuant to your instructions.

6. Use of Identifying Numbers. In the event a payment or payment order identifies a beneficiary, beneficiary's bank or intermediary bank inconsistently by name and an identifying number (such as an account number, S.W.I.F.T. address or universal identification number), payment may be made by the intermediary or beneficiary bank on the basis of the identifying number, even if the identifying number identifies a person or entity different from the named person or entity in your payment order and your obligation to pay the payment order shall not be excused by your error. We will rely on the identifying number as proper identification of a beneficiary.
7. Interest Compensation. In the event that we shall be liable to you for interest compensation under this Agreement or by applicable law, interest shall be calculated on the basis of the average Federal Funds rate for the period involved. You agree that we may, at our sole option, pay interest compensation as follows: (1) by lump sum payment of cash, or (2) by providing a credit to your account with us.
8. International Payments. Orders for the transfer of U.S. Dollars shall be paid in U.S. Dollars if transferred to a beneficiary located in the United States or its protectorates or territories. If transferred to a beneficiary located elsewhere, the beneficiary's bank may elect to pay the beneficiary in foreign currency at the bank's buying rate of exchange for wire transfers. It is your responsibility to advise the beneficiary of this possibility.

V. SECURITY OVERVIEW

How You Can Help Protect Your Privacy

- Do not share your account information, passwords or code words with others.
- Never provide confidential information to unknown callers.
- When conducting business over the Internet, always use a secure browser and exit online applications as soon as you finish using them.
- Protect your account records.
- If you are a victim of fraud or identity theft, please contact us at 512-477-2641 to put holds on your accounts. Also, see “Identity Theft Assistance” below.

How We Secure Your Assets and Protect Information About You

- We train our employees to protect customer information.
- We continually enhance our security tools and processes.
- We protect member data and accounts by asking you for information that only you should know when you contact us. We follow these procedures on the phone and via the Internet.

How We Protect Your Privacy Online

Please note that we are committed to providing you with superior service. Occasionally, we may need to contact you to resolve a problem or to service your accounts. For example, if we observe unusual activity on your debit card, we may contact you to verify your purchases and confirm that they are authorized.

Protecting member information online is an essential part of our service to you.

- Our systems use technologies such as firewalls (which protect systems from intrusion) and encryption (scrambling of information) to protect member information.
- We validate your identity through confidential access codes before we allow online access to your accounts.

Identity Theft Assistance

If you believe you may be a victim of identity theft:

1. Contact us at 512-477-2641 to place holds on your accounts.
2. Contact the Social Security Administration’s Fraud Hotline at 800-269-0271 to report fraudulent use of your identification information.
3. Report the incident as quickly as possible to each of the credit reporting agencies:
 - Experian 888-397-3742
 - Equifax 800-392-7816
 - Trans Union 800-888-4213
4. File a police report in your local jurisdiction and retain the report number and the name of the officer who took the report.
5. File a complaint with the Federal Trade Commission (FTC) by contacting the FTC’s Identity Theft Hotline: 877-IDTHEFT.

How to Limit Direct Marketing from Other Companies

To limit the instances in which credit reporting agencies share your information with companies wishing to offer you pre-approved credit solicitations, you can call 888-567-8688 (the Credit Reporting Industry Pre-screening Opt Out Number). To limit the marketing you receive from other companies, you may contact the Direct Marketing Association at the addresses below and have your name removed from their contact lists. You must include your name, address and telephone number with your request.

DMA Mail Preference Service
PO Box 643
Carmel, NY 10512

DMA Telephone Preference Service
PO Box 1559
Carmel, NY 10512

We Strive to Maintain Accurate Information

We strive to maintain complete and accurate information about you and your accounts. If you ever believe that our records contain inaccurate or incomplete information about you, please let us know immediately. We are committed to resolving any inaccuracies as quickly as possible.

Credit Reporting Agencies

If you believe we have reported inaccurate information about your account to any credit reporting agency, please let us know in writing. Be sure to include your complete name, current address, Social Security Number, telephone number, account number, type of account, specific item of dispute and the reason you believe the information is wrong. Send your notice to:

Travis County Credit Union
P.O. Box 6190
Austin, TX 78762-6190

We will investigate your concern and correct any inaccuracies we find. We will inform you of any actions we take.

If You Have Questions, Contact Us

We welcome the opportunity to answer any questions you may have about this statement or the safeguarding and confidentiality of your information. Please visit our website at tccu.net, or call us at 512-477-2641.

VI. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

You may arrange for direct deposits to be made to, automated payments and checks to be paid from, and funds to be transferred between your savings or transaction account(s) with us. If your account was established primarily for personal, family, or household purposes, the transfers are governed by Regulation E and the following special provisions and disclosures apply.

We use the terms “automated credits” or “direct deposits” to indicate deposits made directly to your account by electronic means; the terms “automated debits,” “automated payments,” or “automated checks” to indicate payments authorized in writing to be made from your account(s) by electronic means; and the term “telephone transfers” to indicate movement of funds between your Travis County Credit Union authorized accounts by use of a touch-tone telephone and personalized access codes. Your acceptance of direct deposits, authorization of automated payments/debits/checks, or telephone transfers to or from your accounts, is your agreement to the terms and conditions of this Agreement. The applicable terms and conditions set forth in the Deposit Account Agreement section above also apply and are incorporated herein to the extent they are not inconsistent with Regulation E or the special provisions and disclosures below.

1. Types of Electronic Funds Transfers Available.
 - a) Direct Deposits. You may arrange with another party, such as your employer or a government agency, to electronically transfer deposits directly to your Share (savings) Account, Share Draft (checking) Account or Money Market Account at Travis County Credit Union on a regular basis.
 - b) Preauthorized Withdrawals. You may authorize another party, such as an insurance company or mortgage company, to have payments transferred from your Share Account, Share Draft Account or Money Market Account at Travis County Credit Union and sent directly to them on a regular basis.
 - c) Automated Checks. You may also participate in an automated check transaction with another party, such as a merchant, in which one of your checks is converted to an automated debit transaction via ACH including but not limited to a Re-presented Check Entry (RCK), an Accounts Receivable Entry (ARC), a Point-of-Purchase Entry (POP), an Automated Teller Machine Entry (ATM) or a Point-of-Sale Entry (POS), against your Travis County Credit Union account.
2. Special Considerations for Automated Clearing House
 - a) The rights and obligations of the Receiver concerning the entry shall be governed by and construed in accordance with the laws of the State of Texas unless the Receiver and the RDFI have agreed that the laws of another jurisdiction shall govern their rights and obligations
 - b) credit given by the RDFI to the Receiver for the entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank

- c) if the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit entry to the Receiver
 - d) the RDFI will not provide the Receiver with notice that the RDFI has received the entry unless the RDFI has agreed to do so
3. Limitations on Frequency of Transfers. In addition to any transfer limitations described elsewhere, if any, the following limitations apply:
- Transfers from a Share or Money Market Account to another account or to third parties by preauthorized, automatic, or telephone transfers are limited to six per month. Within those six may be withdrawals by check, Debit Card, or similar order payable to third parties.
 - Charges for Electronic Funds Transfers. We do not charge for direct deposits or preauthorized withdrawals on any type of account.

We do charge for Electronic Funds Transfers as indicated in the appropriate *Rate & Fee Schedule*.
4. Right to Receive Documentation of Electronic Funds Transfers.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same company or person, you may call us to find out whether or not the deposit has been made, using the applicable telephone number listed in the "Credit Union Contacts" section.
5. Right to Stop Payment of Pre-authorized Transfers and Procedure for Doing So. If you have told us in advance to make regular automated payments out of your account, you can stop any of these payments by calling us at the applicable telephone number listed in the "Bank Contacts" section, or by writing to us at the applicable address listed in the "Bank Contacts" section, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days after you call.
6. Liability for Failure to Stop Payments of Automated Debits. If you order us to stop any of these automated payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.
7. Notice of Varying Amounts. If regular automated payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.
8. Liability for Unauthorized Transfers from Your Account. If your statement record 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 hospital stay or a long trip) kept you from telling us, we will extend the time period.
9. Unauthorized Transfers from Your Account. If you believe that someone has transferred or may transfer money from your account without your permission, CALL US IMMEDIATELY at 512-477-2641. If you cannot

reach us by telephone, write to us at the address listed in the “Bank Contacts” section.

10. **Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account(s) on time or in the correct amount according to our Agreement with you, we will be liable for your actual losses or damages. There are some exceptions to our liability, such as:
 - If, through no fault of ours, you do not have enough money in your account to make the transfer;
 - If the transfer would exceed the credit limit available for your overdraft line;
 - If the automated teller machine where you are making the transfer does not have enough cash;
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
 - Other exceptions stated in our Agreement with you.
11. **Business Day.** Our business days are Monday through Friday. Weekends and bank holidays are not included.
12. **Disclosure of Account Information.** We will not disclose information about your account or the transfers you make, except:
 - As necessary to complete transfers;
 - To verify the existence and standing of your account with us at the request of a third party, such as a credit bureau;
 - If you give us your written permission;
 - To comply with government agency or court orders.
13. **In Case of Errors or Questions About Your Automated Debits/Credits, or Automated Check Transactions.** Telephone us at the number listed in the “Credit Union Contacts” immediately if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we send you 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 date and dollar amount of the suspected error. If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

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

For errors involving new accounts, point-of-sale or foreign-initiated

transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decided 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.

14. Credit Union Contacts. If you need to call or write to us about your account, use the following telephone number or address:
512-477-2641
Travis County Credit Union
P.O. Box 6190
Austin, TX 78762-6190

APPENDIX A

DEBIT CARD AGREEMENT AND DISCLOSURE

Your Rights and Responsibilities

The purpose of this disclosure is to make you aware of your rights and responsibilities when using our Debit Card.

You have applied to Travis County Credit Union (TCCU) for a MasterCard Debit Card ("Card(s)") once the application has been received in our office. You have also requested that a Personal Identification Number ("PIN") be issued as well so that you may access your Account through the Automated Teller Machine Network ("ATM Network"). You understand that your application for a Card is accepted by TCCU when a card and PIN are issued to you. You further understand that card usage is subject to applicable rules and regulations of MasterCard and MasterCard Worldwide. You agree that by signing, using, or permitting another to use the Card or PIN, that you will be bound by the following terms and conditions. You will surrender any card(s) and discontinue utilization of your Account immediately upon request of TCCU. You understand that TCCU will open your Card account in the name supplied on your application. Debit Card Transfer refers to any transfer of funds other than a transaction originated by check, draft, or similar paper instrument that is initiated through an electronic terminal (MasterCard, Pulse or Intercept ATMs) to debit or credit your account. These terms do not include balance inquiries or payments made by check, draft or similar paper instrument at an electronic terminal. Additionally, the term "TCCU Debit Card" ("Card") refers to the card issued to you by the Credit Union to initiate electronic transfers.

The card may also be used at any Intercept or Pulse merchant terminals or anywhere the MasterCard symbol is displayed to pay for purchases.

- Make cash withdrawals from your TCCU Share Draft Account and/or Savings Account
- Transfer funds between your deposit accounts (except your Certificates of Deposit or Money Market)
- Activate your card

Whenever you use the card to pay for merchandise or services, or to obtain a cash advance, you may be required to sign a transaction draft as evidence of the transaction, which will be forwarded through card processing systems to TCCU for payment. Your card transaction receipts are only available upon individual request. The card remains the property of TCCU and may be canceled at any time without prior notice. You further understand that it is your responsibility to manage your account while using the card. Non Sufficient Funds (NSF) activity resulting from the use of the card which total more than five (5) occurrences of \$25 or more, or a single occurrence that is left unresolved for more than fifteen (15) days will result in the immediate cancellation of the card and any other card currently active on that account.

The card may be used to make purchases of merchandise and services (which is limited to \$1,000 or less per Account per business day), and to obtain cash through the ATM Network (which is limited to a maximum total withdrawal of \$300 per Account per business day). The aggregate amount available for such purposes (the "Authorization Limit") will be the total of the collected balance

available in your Account excluding Time Deposit balances. You understand that your Authorization Limit is instantaneously reduced by the amount of all card purchases, cash advances, and ATM cash transactions at the time of such use of the card.

Refer to the current TCCU *Rate & Fee Schedule* for any fees that may apply to certain types of transactions that you are conducting with the card.

If you have Overdraft Protection, use of your card is also subject to the terms and conditions of that plan which terms and conditions are provided herein.

You understand that certain services associated with the card are provided by MasterCard, its agents or third party providers over which TCCU has no responsibility or control. You acknowledge and agree that TCCU shall have no liability for any acts, omissions, claims, costs, losses or damages arising from or relating to your use of the card where such services are provided by MasterCard, its agents, employees or third party providers.

TCCU may report you to credit bureaus. Late payments, missed payments or other defaults to your account may be reflected in your credit report.

Some of these transfers may not apply to your account.

Unauthorized Transfers

Liability Disclosure

Tell us **at once** if you believe your TCCU Debit Card or PIN has been lost or stolen. Telephoning is the best way of minimizing your possible losses. If you tell us within two (2) business days, you will be liable for no more than \$50 if someone used your Card without your permission.

If you do **not** tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, your liability could be as much as \$500.

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent 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 within the 60-day period. Failure to notify us could result in the loss of all of the money in your Share Draft and Savings Accounts, plus your available balance in your overdraft protection account, if you have one.

If a good reason, such as a hospital stay kept you from telling us, we may extend the time period.

Exchange Rate Disclosure

A rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In each instance, an additional Issuer fee equal to 1% of each foreign transaction will be assessed.

Address and Telephone Numbers

If you believe your card and/or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call or write to us at the telephone number or address listed below.

Travis County Credit Union
P.O. Box 6190
Austin, TX 78762-6190
512-477-2641

Business Days

For purposes of this disclosure, our business days are Monday through Friday. Saturday, Sunday and Federal Holidays are not included.

Limitations on Frequency of Electronic Fund Transfers

These limitations apply to total transactions against the TCCU Debit Card in a single day, regardless of the number of accounts accessed by this card. We reserve the right to raise or lower the limits on a customer-by-customer basis depending on account history. ATM cash withdrawals are limited to a total of \$300.00 per business day. TCCU Debit Card purchases are limited to a total of \$1,000.00 per business day. There is no daily limit on the number of ATM transfers, balance inquiries or POS payments or refunds.

Confidentiality

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

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

Right to Documentation

Terminal Transfers

You will be given the option to receive a receipt at the time you make any transfer to or from your account using an ATM terminal. However, this receipt is not final since each transaction is accepted subject to verification by us. If there is a conflict between the receipt and our records, our records will control.

Periodic Statements

You will be provided with a monthly account statement.

Financial Institutions Obligations

Liability for Failure to Make Transfers

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

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If the ATM where you are making the transfer does not have enough cash;
- If the ATM or POS terminal was not working properly and you knew about the breakdown when you started the transfer;
- If the transfer would go over the credit limit/available balance on your overdraft line, if applicable;

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

Error Resolution

In case of errors or questions about your electronic transfers, call or write to us at the telephone or address listed below, as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement.

Travis County Credit Union
P.O. Box 6190
Austin, TX 78762-6190
512-477-2641

We must hear from you no later than 60 days after we send the **first** statement on which the problem or error appeared.

1. Tell us your name and Account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the date and dollar amount of the suspected error. If you notify us verbally, we may require that you send us your complaint or question in writing within 10 business days.

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

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 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.

Notice of ATM User Precautions

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

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM.

2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM.
6. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Don't tell anyone your PIN. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM.
10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Close the door of any ATM equipped with a door.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage

APPENDIX B

CHECK 21

Substitute Check Policy Disclosure—Substitute Checks and Your Rights Important Information About Your Checking/Insured Savings (MMDA) Account

What is a substitute check?

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund with losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by telephone at 512-477-2641, by email at info@tccu.net or by writing to:

Travis County Credit Union
P.O. Box 6190
Austin, TX 78762-6190

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the payee and the amount of the check.

APPENDIX C

TRUTH-IN-SAVINGS DISCLOSURE

SHARE ACCOUNT

Rate Information:

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

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

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

If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$5.00. You must maintain a minimum average daily balance of \$100.00 in your account to obtain the disclosed annual percentage yield.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar month.

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

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by draft or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Par value of a share:

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

SHARE DRAFT ACCOUNT

Minimum balance requirements:

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

Transaction limitations:

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

IRA

Rate Information:

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

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

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

If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

No minimum balance requirements apply to this account.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar month.

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

Transaction limitations:

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

MONEY MARKET ACCOUNT

Rate Information:

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

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

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$2,000.00. Should the balance in the account fall below the stated minimum, a monthly service charge will be assessed as disclosed in the current *Rate & Fee Schedule*.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar month.

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

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a telephonic order or instruction, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to a fee as disclosed on the current *TCCU Rate & Fee Schedule*.

CERTIFICATE OF DEPOSIT

Rate Information - The dividend rate on your term share account is disclosed on your certificate and displayed for you on your periodic account statements.

You will be paid this rate until first maturity.

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

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

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

Minimum balance requirements:

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

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the month.

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

Transaction limitations:

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

You may not make withdrawals of principal from your account before maturity.

You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

Time requirements - Your account will mature according to the term elected by you and the date will be disclosed on your certificate and displayed for you on your periodic account statements.

Early withdrawal penalties (a penalty will be imposed for withdrawals before maturity) - For terms less than 12 months, the penalty will equal 30 days dividends; for terms 12 months to 36 months, the penalty will equal 90 days dividends; and for terms greater than 36 months, the penalty will equal 180 days dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

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

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you notify us of your intention not to renew before maturity (or within the grace period mentioned below) or you withdraw the funds in the account at maturity (or within the grace period mentioned below). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will continue to accrue after final maturity for up to ten calendar days. The dividend rate will be the new rate then being offered on like certificates.

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

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

COMMON FEATURES

Bylaw requirements:

You must complete payment of \$5.00 in your Share account as a condition of admission to membership. If the balance in your Share account falls below \$5.00, you may be terminated from membership immediately.

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

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

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

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

APPENDIX D

PRIVACY NOTICE

FACTS

WHAT DOES TRAVIS COUNTY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Account balances and payment history

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Travis County Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TCCU share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	No	N/A
For joint marketing with other financial companies	No	N/A
For our affiliates' everyday business purposes – information about your transactions and experiences	No	N/A
For our affiliates' everyday business purposes – information about your credit worthiness	No	N/A
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A

Questions?

Call 512-477-2641

Who we are

Who is providing this notice?

Travis County Credit Union

What we do

How does TCCU protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does TCCU collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit money
- apply for a loan
- use your credit card or debit card

We also collect your personal information from other companies such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – Information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- CUNA Mutual Group

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Other important information

COMPLAINT NOTICE

This credit union is incorporated under the laws of the State of Texas and under state law is subject to regulatory oversight by the Texas Credit Union Department. If you have a dispute with Travis County Credit Union, you should first contact the credit union. If the dispute is not resolved to your satisfaction, you may file a complaint against the credit union by contacting the Texas Credit Union Department through one of the means indicated below:

By U.S. Mail: 914 East Anderson Lane, Austin, Texas 78752-1699

By Telephone: (512) 837-9236

Website: www.tcupd.state.tx.us

APPENDIX E

Overdraft and Overdraft Fees

What You Need to Know About Overdraft and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We offer one or more overdraft protection plans, such as a line of credit or link to another account, which may be less expensive than our standard overdraft practices. Ask us about these plans.

What are the standard overdraft practices that come with my account?

We may authorize and pay overdrafts for the following types of transactions:

1. Checks and other transactions using your checking account number
2. ACH transactions

Beginning July 1, 2010, for new accounts, and beginning August 15, 2010, for accounts opened before July 1, 2010, we do not authorize and pay overdrafts for the following types of transactions unless you ask us.

1. ATM transactions
2. Everyday Debit Card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if the Credit Union pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee as disclosed in the current *Rate & Fee Schedule* each time we pay an overdraft.

If you have previously opted in to our overdraft service for ATM and Debit Card transactions, you may opt out at any time using the same method. You may opt in or out at any time.

If you want to authorize us to pay overdrafts on your ATM and Debit Card transactions, complete the form available at one of our offices.



Travis County Credit Union
P.O. Box 6190
Austin, TX 78762
O. (512) 477-2641
F. (512) 472-1324
<http://tccu.net>

