



Everything we do,
we do for *you*[™]

Membership Account
Agreement &
Truth in Savings
Disclosure



**FIRST CENTRAL
CREDIT UNION**
Serving Members Since 1937

Member Notes

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First Central Credit Union Privacy Policy Statement

Rev. 12/2010

FACTS

WHAT DOES FIRST CENTRAL 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and income ■ account balances and payment history ■ credit history and credit scores
How?	All financial companies need to share members' 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 First Central Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First Central CU share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes —to offer our products and services to you	Yes	No
For joint marketing with other financial companies —	Yes	Yes
For our affiliates' everyday business purposes —information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes —information about your credit worthiness	No	We don't share
For our affiliates to market to you —	No	We don't share
For nonaffiliates to market to you —	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> ■ Call 254-776-9333 or 800-780-7101 – our menu will prompt you through your choices(s). Select Member Services or ■ Mail the form below <p>Please note: If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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Questions?	Call 800-780-7101 or www.firstcentralcu.com
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Who we are	
Who is providing this notice	First Central Credit Union

Mail in Form

Mark any/all you want to limit:

Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

Do not allow your affiliates to use my personal information to market to me.

Do not share my personal information with nonaffiliates to market their products and services to me.

Name		Mail to: First Central CU PO Box 21809 Waco, TX 76702
Address		
City, State, Zip		
Account #		

What we do

How does First Central Credit Union 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. We maintain physical, electronic, and procedural safeguards that comply with Federal regulations to guard your nonpublic personal information.
How does First Central Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ open an account or apply for a loan ■ make deposits or withdrawals from your accounts ■ make a wire transfer or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ 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.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>First Central CU does not have any affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> ■ <i>First Central CU does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include investment, insurance, and other financial services companies.</i>

First Central Credit Union

Account Agreement

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words “you,” “your,” and “yours” mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card). The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated 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 any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Notice and Disclosure, or Account Receipt accompanying this Agreement, the Credit Union’s bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (“membership share”) as set forth in the Credit Union’s bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. SINGLE PARTY ACCOUNTS - An account payable to one (1) party, the owner, (which includes natural persons, corporations, partnerships, trusts established other than by the form of the account, unincorporated associations, and other organizations) qualified for credit union membership. If the owner dies, the account is payable to Payable on Death (POD) beneficiary(ies), if so named, or as a part of the owner’s estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests by the owner or by the owner’s agent prior to notice of the owner’s death, and to our statutory lien for the owner’s obligations, and to any security interest or pledge granted by the owner.

3. JOINT MULTIPLE PARTY ACCOUNTS - A joint account is an account payable to any one (1) of two (2) or more parties, the owners. During life, the owners of a joint multiple party account own the account in proportion to their net contributions to the account. The owners of a joint multiple party account are presumed to own the account in equal undivided interests, unless there is satisfactory proof of the parties’ net contributions to the account. The owners’ net contributions to a joint multiple party account are calculated in accordance to Sec. 125.104(b) of the Texas Finance Code and Sec. 436(6) of the Texas Probate Code, as amended from time to time.

a. Rights of Survivorship. For joint multiple party accounts with rights of survivorship, on the death of one (1) party, all sums in the account on the date of the death vest in and belong to the surviving party as his or her separate property and estate. This means that when one (1) owner dies, ownership of the account passes to the surviving owner(s). If there are two (2) or more surviving owners, their respective ownerships during lifetime shall be in proportion to their previous net contributions to the account increased by an equal share for each survivor of any interest the decedent may have owned in the account immediately before his or her death. The rights of survivorship in the account continue until only one (1) owner remains surviving. For a joint multiple party account without rights of survivorship, when one (1) owner dies, the deceased owner's interest in the account passes as part of the deceased owner's estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests of an owner or by an owner's agent prior to notice of an owner's death, and to our statutory lien for the owner's obligations, and to any security interest or pledge granted by the owner.

b. Control of Joint Multiple Party Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. However, subject to a policy adopted by the Credit Union's board of directors, a member, by written notice to us, may change any joint owner designated on the account or remove any such joint owner, change the form of the account, or stop or vary payment under the terms of the account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Multiple Party Account Owner Liability. If an item deposited in a joint multiple party account is returned unpaid, a joint multiple party account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in a joint multiple party account, regardless of who contributed the funds.

4. POD ACCOUNT - A single or joint multiple party account that is payable on request to the owners during their lifetimes and, upon the death of all owners, is payable to the surviving named POD beneficiaries. If there is more than one (1) surviving POD beneficiary, the beneficiaries shall own

the account jointly without rights of survivorship. Any POD designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary of the existence of any account nor the vesting of the beneficiary's interest in any account, except as provided by law.

5. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a parent is an account owner, the parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. ACCOUNTS SUBJECT TO TUTMA - An account designated as subject to the Texas Uniform Transfers to Minors Act (TUTMA) is a single party account for a minor. The account is created by the transfer of funds into an account subject to the TUTMA for a named minor. The transfer and all additional deposits to the account are irrevocable gifts to the minor. The transferor of the initial deposit to the account must name one (1) person eligible under the TUTMA to serve as custodian of the account. The custodian has possession and control of the account and is required by law to manage the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies without a successor custodian already named for the account, we may suspend the account until a successor custodian is named, we receive instructions from any person authorized by law to withdraw funds, or we receive a court order authorizing withdrawals.

7. CONVENIENCE ACCOUNT AND CONVENIENCE SIGNERS - A convenience account is an account established by one (1) or more parties, the owners, who have authorized one (1) or more other persons, the convenience signers, to make transactions to the account. All sums on deposit in a convenience account may be paid or delivered to the account, to the owner(s), or to the convenience signer(s) for the convenience of the owner(s). The convenience signer(s) have no ownership interest in a convenience account and no voting rights in the Credit Union. The deposit of funds to a convenience account does not affect the title to the deposit and does not constitute a gift to a convenience signer of the deposit, any additions, or any accruals. If anyone other than an account owner makes a deposit to a convenience account, the deposit and any additions and accruals are deemed to have been made by an owner. Upon the death of the last surviving owner, ownership of a convenience account passes as a part of the owner's estate under his or her will or by the applicable laws of intestacy; a convenience signer has no right

of survivorship in the account. We may continue to pay funds in a convenience account to the convenience signer(s) until we receive written notice from any account owner not to make payment to a convenience signer(s) until we receive written notice of the death of the last account owner. We have no duty to inquire about the use or purpose of any transaction made by a convenience signer for a convenience account. A convenience signer may be designated on other accounts; all laws that apply to the convenience signer designated on other accounts are equal to the extent of the law applicable to a convenience signer on a convenience account.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may 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, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include “two signatures required,” “void after 60 days,” and “not valid over \$500.00.” We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

9. ACCOUNT ACCESS -

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number, even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. ACH & WIRE TRANSFERS - Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment

order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS -

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS - Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS -

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item posted to your account plus any applicable fee (“overdraft”), we may pay or return the overdraft. The Credit Union’s determination of an insufficient available account balance may be made at any time between presentation and the Credit Union’s midnight deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. For ATM and one-time debit transactions, you must consent to

the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

b. Order of Payments. Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

16. STOP PAYMENT ORDERS -

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

b. Duration of Order. Written stop payment orders are effective for six (6) months and may be renewed for additional

six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment.

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If

you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE/STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES -

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give 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 account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

25. STATEMENTS -

a. Contents. If we provide 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 (1) statement is necessary for joint multiple party accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your

statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

26. INACTIVE ACCOUNTS - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

27. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card and accepted by us.

28. TERMINATION OF ACCOUNT - We may terminate 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 account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint multiple party account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

30. DEATH OF ACCOUNT OWNER - We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of an owner's death. Once we know of an owner's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming funds from an account of a deceased owner to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship- if you engage in unlawful internet gambling or other illegal activities.

32. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

33. ENFORCEMENT - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

34. GOVERNING LAW - This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

35. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

Funds Availability Policy

Your Ability to Withdraw Funds

Credit Union Business Days are Monday-Friday (Excluding Federal Holidays)

Our policy is to make funds from your deposits available to you on the same day we receive your deposit. At that time you may withdraw the funds in cash and we will use the funds to pay checks you have written.

Please remember that even after we have made funds available to you, and you have withdrawn your funds, **you are still responsible for checks you deposit or cash that are returned to us unpaid and for any other problems involving your deposit.**

For determining availability of your deposit, every day is a business day except Saturdays, Sundays, and Federal holidays. If you make a deposit before 5:00 pm on a business day that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after 5:00pm or on Saturday, Sunday or a Federal holiday, we will consider the next business day that we are open to be the day of deposit.

Holds on Other Funds

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of the funds that are already in your account. Those funds will be available at the time the funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay availability to withdraw a corresponding amount of funds that you have on deposit with us. The funds would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer Delays May Apply

In some cases, we will not make all the funds that you deposit by check available to you on the same day we receive 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 deposit. However, the first \$200.00 of your deposit will be available on the same day as your deposit.

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make the 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 business day after we receive your deposit. **If you will need the funds from a deposit right away, you should ask us when the funds will be available.**

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

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

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

Electronic Fund Transfers Agreement and Disclosure

Your Rights and Responsibilities

The Electronic Fund Transfers (EFT) we are capable of handling are included below, some of which may not apply to your account. Please read this disclosure carefully because it explains your rights and obligations for these transactions. You should keep this notice for future reference.

Direct Deposits: You may make arrangements for certain direct deposits to be accepted into your deposit account(s). First Central (FCCU) does not charge for this service.

Preauthorized Withdrawals: You may make arrangements to pay recurring bills from your deposit accounts, subject to any account limitations. FCCU does not charge for this service.

First Teller Telephone Transfers: You may access your account by telephone at the number listed in this brochure. You will need a touch tone phone, your account number and a Personal Identification Number (PIN). Allowable transactions include:

- Transfer funds between deposit suffixes
- Transfer funds from deposit suffixes to loan suffixes (loan payments)
- Apply for a loan
- Request a check withdrawal
- Get information about:
 - Account balances
 - Recent deposits
 - Recent share drafts (checks)
 - Recent withdrawals
 - Recent loan payments
 - Recent ACH or ATM debits or credits

Account limitations apply to First Teller transactions. FCCU does not charge for this service.

FirstLink Internet Service: You may access your account using our website at www.firstcentralcu.com and entering your login information at the FirstLink icon. You must apply for FirstLink access and may receive a Disclosure and Application by calling FCCU or by request through the mail. Using your computer, FirstLink and your password you may:

- Make inquiries about your account and loan balances
- Review the account history of your suffixes
- Make transfers between your deposit suffixes
- Make transfers between your deposit suffixes and loan suffixes (payments)
- Make transfers from your line of credit to your deposit suffixes
- Request Teller Check withdrawals
- Use FirstLink Free Bill Pay to pay your bills on line. You must have a checking account for this free service.
- Apply for a loan

Account limitations apply to FirstLink transactions. Except as noted there is no fee for FirstLink service.

ATM Terminals: types of transactions, dollar limitations, charges: You may access your account by using your ATM or Debit card and PIN to:

- Get cash from share/share draft suffixes-withdrawal limits may vary, your limit will be determined when you receive your card.
- Make transfers between share and share draft suffixes
- Obtain balance information

If you do not use an FCCU ATM terminal you will be charged \$1.00 per transaction and \$0.50 per balance inquiry. You may also be charged a fee by the ATM terminal owner. Account limitations will apply to ATM transactions.

Electronic Check Conversion: You may write a check to a third party and that third party may convert the check to an electronic transaction. We will accept these check conversions at no charge to you.

Fees and Charges

There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by law.

Right to Documentation

Direct Deposit: If you have arranged to have a direct deposit made to your account, you may verify the receipt of the deposit by using your periodic statement, First Teller or FirstLink.

First Teller or FirstLink: Transactions made by First Teller and FirstLink will show up on your periodic statement. FirstLink transactions may also be printed from your computer if you have that capability.

ATM Terminals: You will receive a receipt for transactions made at ATM machines. If a receipt is not offered, you have the option to cancel the transaction. ATM transactions will show on your periodic statement.

Periodic Statement: You will receive a monthly statement if you have a checking account. If you only have a shares account, and you have EFT debits you will receive a monthly statement. If you do not have any EFT debits you will receive a quarterly statement.

Stop Payment Procedures

Stop Payment: If you have given permission to a third party to debit your account for payments, under certain circumstances, you may stop those payments. If you have notified the third party to stop debiting your account and they have not done so, you may come into FCCU or write to us and either stop a single payment or revoke authorization for any future debits. We must have at least three business days to act upon your request. A fee of \$27.00 will be assessed for any stop payment or revoke authorization you authorize.

Liability for Failure to Stop Payment: If you order us to stop payment on a preauthorized debit with the correct information three or more business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Business Days

Our business days are Monday through Friday, excluding holidays observed by FCCU.

Our Liability

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 and damages. However there are some exceptions. We will NOT be liable in the following circumstances:

- If through no fault of ours, you do not have enough money in your account to make the transfer
- If the transfer would go over the credit limit on your line of credit or your overdraft privilege.
- If the ATM terminal where you are performing the transaction does not have enough cash
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If the circumstances beyond our control prevent the transaction despite our reasonable precautions
- There may be other exceptions in our agreement with you.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transactions you make under the following circumstances:

- Where it is necessary to complete the transaction
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant
- In order to comply with governmental agency or court order
- If you give us written permission.

Unauthorized Transfers

Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen. You could lose all the money in your account

including your maximum line of credit or overdraft privilege. Telephoning is the best way of keeping your possible losses down. If we hear from you within 2 business days, you may lose no more than \$50.00 if someone used your card without your permission.

If you do not tell us within 2 business days after you learn of the loss or theft of your card and/or PIN and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you can lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any of the money you lost after the 60 days, if we can prove that we could have stopped the transfers had you told us in time.

If you believe your card and/or PIN has been stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the number or address listed in this brochure. If a good reason such as a long trip or hospital stay kept you from telling us, we may at our option, extend the time period.

Error Resolution

In case of errors or questions about your EFT, call or write us at the number or address listed in this brochure AT ONCE. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error occurred. We will need the following information:

- Your name and account number
- The dollar amount and the date of the suspected error
- Why you believe there is an error or why you need additional information, describe as completely and clearly as you can.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. 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 re-credit your account.
- We will tell you the results of our investigation within 10 business days, or within 20 business days if the transaction involved a point of sale transaction or a foreign initiated transfer, after we hear from you and will correct any problem promptly. If we need more time however; we may take up to 45 business days, 90 days for a point of sale or foreign initiated transfer, to investigate your complaint or question. If we decide to do this we will re-credit your account for the amount you think is in error within the original time frame so you may have use of the money during the extended time frame.
- If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. If we have given you provisional credit, we will reverse that credit if there was no error. You may ask for copies of the documents that we used in our investigation.

Truth-In-Savings Disclosures Account Information

Regular Shares, Special Shares, Christmas Club (Savings): Minimum to open is \$5.00. Minimum to earn dividends is \$100. Account must maintain \$5.00 balance at all times. Dividends are calculated, compounded, and paid monthly on the daily balance. Dividends are paid on the last day of the month. Special Shares are those called Christmas club, vacation account, or any other name you need to recognize the account as special. Christmas Club accounts will be issued a check for the balance in the account during the first week of November.

Kirby Kangaroo, CU Succeed (Savings): Minimum balance to open an account is \$5.00, which establishes membership. Minimum to earn dividends is \$25.00. Account must maintain \$5.00 balance at all times. Dividends are calculated, compounded and paid quarterly on the daily balance. Dividends are credited the last day of March, June, September and December.

First Fund (Money Market): Minimum to open and earn dividends is \$2,500.00. Accounts with balances less than \$2,500.00 are subject to a fee and/or closure. Dividends are calculated, compounded, and paid monthly on the daily balance. Dividends are paid on the last day of each month.

NIA Shares, Matricula Shares (Savings): Minimum to open an account is \$5.00, establishes membership. Account must maintain \$5.00 balance at all times. This account pays NO Interest or Dividends.

Super Saver Checking: Minimum to open an account \$25.00, minimum daily balance to earn dividends and avoid a service charge is \$500.00. Dividends are calculated, compounded and paid monthly on a daily balance. Dividends are paid the last day of the month.

Prestige Checking: Minimum to open an account is \$25.00, minimum daily balance to earn dividends is \$500.00, and minimum daily balance to avoid a service charge is \$500.00. Dividends are calculated, compounded, and paid monthly on the daily balance. Dividends are paid on the last day of the month.

Student Checking (full time student): Minimum to open an account is \$25.00, minimum daily balance to earn dividends is \$500.00. Dividends are calculated, compounded, and paid monthly on the daily balance. Dividends are paid on the last day of the month.

Extreme Checking: Minimum to open an account is \$25.00. This account pays NO interest or dividends.

New Beginnings Checking: Minimum to open an account is \$100.00. This account pays NO interest or dividends. This account has a \$10.00 monthly service charge.

Term Share Certificates may be established for a minimum of \$1000.00. Dividends are compounded and credited quarterly, unless otherwise stated. The Dividend Period for

each Term Share Certificate is based on the maturity as stated on the Term Share Certificate. No deposits are allowed once the Term Share Certificate account has been established. Early withdrawals of principal may be subject to a penalty. Term Share Certificate accounts are automatically renewed, unless otherwise noted, or the credit union receives notice from you to not renew the Term Share Certificate.

Individual Retirement Account (IRA) Shares: Minimum balance to open an IRA share account is \$25.00. IRA's are tax deferred shares with the interest calculated, compounded and paid quarterly, based on the daily balance. Interest is credited on the last day of March, June, September, and December. A SUBSTANTIAL TAX PENALTY IS IMPOSED FOR EARLY WITHDRAWAL.

Term Individual Retirement Account (IRA) Share Certificates: Minimum balance to open a Term IRA Share Certificate is \$1000.00. Interest is compounded and credited quarterly, unless otherwise stated. The interest rate period for each Term IRA Share Certificate is based on the maturity as stated on the Term IRA Share Certificate. No deposits are allowed once the Term IRA Share Certificate account has been established. Early withdrawals of principal may be subject to a penalty. Term IRA Share Certificate accounts are automatically renewed, unless otherwise noted, or the credit union receives notice from you to not renew the Term IRA Share Certificate.

Definitions

Rate Information: The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. The Interest Rate and Annual Percentage Yield may change monthly as determined by the credit union Board of Directors. Different accounts may have different rates.

For Term Share Certificates and Term IRA Share Certificates, the interest rate and annual percentage yield are fixed and will be in effect for the term of the account. The annual percentage yield is based on an assumption that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Nature of Interest: Interest/Dividends are paid from current income and available earnings AFTER required transfers to reserves at the end of the interest period. Interest Rate and APY paid are the rates and yields as of the last interest/dividend declaration date.

Compounding and Crediting: The compounding and crediting of interest and interest period applicable to each account are set forth in the Rate Schedule. The Interest Period begins on the first calendar day of the period and ends on the last calendar day of the period.

For Term IRA Share Certificates the compounding and crediting of interest applicable to each account is set forth in the Rate Schedule.

Accrual of Interest: Interest will begin to accrue on deposits on the business day you make the deposit to your account. *If you close your account before interest is credited, accrued interest will not be paid.*

Balance Information: The minimum balance required to open each account is set forth within. For accounts using a daily balance method, interest is calculated by applying a daily periodic rate to the principal in the account each day.

For Checking Accounts with a minimum daily balance requirement, if the minimum daily balance is not met there will be a service fee. For all interest bearing accounts with a minimum daily balance requirement, the minimum daily balance is required to obtain the Annual Percentage Yield for the interest period. If the minimum daily balance is not met, you will not earn the stated Annual Percentage Yield.

For Term IRA Share Certificates interest will begin to accrue on cash deposits and non-cash deposits on the business day you make the deposit to your account. *If you close your account before accrued interest is credited, accrued interest will be forfeited.*

Account Limitations: The account limitations for each account are set forth within. For a First Fund account (Money Market), no more than six (6) withdrawals or transfers whether in person, preauthorized, automatic, home banking or telephone may be made from this account type in any one month. If you exceed these limitations your account may be subject to a fee or closure. For a Regular, Special, Matricula, or NIA Share account more than five withdrawals or transfers made from this account in any month will result in a fee. See the Fee Schedule for share related services and charges.

For Term Share Certificate Accounts and Term IRA Share Certificate Accounts only, you may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You may withdraw dividends before maturity without penalty. Credited dividends may be withdrawn in the term they are credited.

Maturity: Your account will mature within the term or at the maturity date set forth above or the maturity date set forth on your account receipt, or renewal notice.

Early Withdrawal Penalties: We may impose a penalty if you withdraw any of the principal balance before the maturity date, or the renewal date, if this is a renewal account. See the Transaction Limitations disclosures above for information regarding withdrawals of dividends before maturity with penalty.

For Term Share Certificates, the penalty will equal the amount of interest that has accrued or will have accrued for $\frac{1}{2}$ the term of the share certificate. (Example, a 6 month share certificate = 3 month interest period.) In the case of early withdrawal, this penalty will be imposed whether the interest has been received or not.

For Term IRA Share Certificates, the penalty will equal the amount of interest that has accrued or will have accrued for $\frac{1}{2}$ the term of the share certificate. (Example, a 6 month

share certificate = 3 month interest period.) In the case of early withdrawal, this penalty will be imposed whether the interest has been received or not. A SUBSTANTIAL TAX PENALTY IS IMPOSED FOR EARLY WITHDRAWAL.

How the Penalty Works: The penalty is calculated as a forfeiture of part of the interest that has been, or would be earned on the account. It applies whether or not the interest has been earned. In other words, if the account has not yet earned enough interest or if the interest has already been paid, *the penalty will be deducted from the principal.*

Exceptions to Early Withdrawal Penalty: At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: when an account owner dies or is determined legally incompetent by a court order or other body of competent jurisdiction.

Renewal Policy: Your account is an automatically renewable account if indicated on the Share Certificate. You will have a 10 day grace period to change the terms or cancel the Share Certificate unless it is a special promotion.

Nontransferable/Nonnegotiable: Your account is nontransferable and nonnegotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the credit union.

Par Value of Shares: The par value of a regular share in First Central Credit Union is \$5.00

Fee Schedule: Certain fees may be assessed against your Accounts and you authorize us to charge any Account for any such fees without notice to you. For current fees, see the FCCU Rate and Fee Schedules.

Discretionary Overdraft Privilege

Disclosure

It is the policy of First Central Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Member Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and First Central Credit Union with regard to your checking account. The Member Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Member Account Agreement and Disclosure. A copy of the Member Account Agreement and Disclosure is available to you on request from your First Central Credit Union officer.

The Overdraft Privilege is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your then-existing Overdraft Privilege limit and the amount of the overdraft fee. First Central Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by First Central Credit Union of an overdraft check (or item, such as an ATM withdrawal) does not obligate First Central Credit Union to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to First Central Credit Union's commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty-five (35) day period for a minimum period of 1 business day;
- B) Not being in default on any loan or other obligation to First Central Credit Union and
- C) Not being subject to any legal or administrative order or levy,

First Central Credit Union will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by First Central Credit Union is a discretionary courtesy and not a right of the member or an obligation of First Central Credit Union. This privilege for consumer checking accounts will generally be limited to a minimum of \$200 and maximum of \$750 overdraft (negative) balance after a 30 day period and a minimum of \$500 and maximum of \$750 (negative) balance for business accounts after 30 days. Of course any and all fees and charges, including without limitation, the non-sufficient funds fees (as set forth in our fee schedules and member account agreement and disclosure), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee.

The total of the discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Member Account Agreement and Disclosure. Our current standard Overdraft Privilege fee of \$27 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means.

While First Central Credit Union will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the member or an obligation of First Central Credit Union and First Central Credit Union in its sole and absolute discretion, can cease paying overdraft at any time without prior notice of reason or cause. If you do not maintain your account in good standing, the Overdraft Privilege limit will be removed.

First Central Credit Union will not pay overdrafts for ATM or everyday debit card transactions unless First Central Credit Union has provided you with the notice required by §1005.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, First Central Credit Union will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

Both consumer and commercial members may discontinue having Overdraft Privilege cover future transactions at any time by contacting one of our Member Services Representatives.

January 2014

Important Numbers

VISA® Credit Cards

Written Inquiries and Payments:

First Central CU

P.O.Box 21809

Waco, TX 76702-1809

VISA® Debit Cards/VISA® Credit Cards

Lost/Stolen: (800) 682-6075

ATM Cards

Lost/Stolen:(800) 682-6075



Main Branch

254-776-9333 ■ Fax 254-741-2212

Chapel Branch

254-776-9333 ■ Fax 254-420-4174

Bellmead Branch

254-776-9333 ■ Fax 254-867-1083

Hillsboro Branch

254-582-2489 ■ Fax 254-582-3285

Brownwood Branch

325-641-2943 ■ Fax 325-641-2613

Visit our website for a complete listing of addresses and hours of operation.

firstcentralcu.com

800-780-7101

FirstTeller

254-776-9385 ■ 800-492-3843



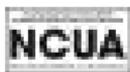
Online Banking

firstcentralcu.com

E-mail

firstcentral@firstcentralcu.com

Connect with us



Federally insured by NCUA.

"We Do Business in Accordance With the Federal Fair Housing Law and the Equal Credit Opportunity Act."