

## 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?

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 and account balances
- credit history and credit scores
- income and payment history

#### 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 members' 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 Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

#### To limit our sharing

- Call toll-free 800-780-7101 - our menu will prompt you through your choice(s),
- Visit us online: [www.firstcentralcu.com](http://www.firstcentralcu.com) or
- Mail the form below

**Please note:**

If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* 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.

#### Questions?

Call toll-free 800-780-7101 or go to [www.firstcentralcu.com](http://www.firstcentralcu.com)

✂-----Detach and mail form below. Retain Disclosure above for your records.-----

Mail-in Form			
Mark any/all you want to limit:			
<input type="checkbox"/> Do not share my personal information with other financial institutions to jointly market to me.			
Name		<b>Mail to:</b> First Central Credit Union PO Box 21809 Waco, TX 76702-1809	
Address			
City, State Zip			
Account #			

## What we do

<b>How does First Central Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does First Central Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or give us your income information</li> <li>▪ provide employment information or apply for financing</li> <li>▪ give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>First Central Credit Union has no affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>First Central Credit Union does not share with our nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include financial advisors and insurance companies.</i></li> </ul>

## Other important information



## MEMBERSHIP AND 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), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, 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 Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**1. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter membership share) and/or paying a membership fee 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, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

**2. SINGLE PARTY ACCOUNTS** - A single party account is payable to one party, the owner, who has qualified for credit union membership. If the owner dies, the account is payable to the 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 of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

**3. JOINT MULTIPLE PARTY ACCOUNTS** - A joint multiple party account is an account payable to any one of two or more parties, the owners. During their lifetimes, 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. 113.003 of the Texas Estates 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 party, all sums in the account on the date of the death vest in and belong to the surviving party(ies) as his or her separate property and estate. This means that when one owner dies, ownership of the account passes to the surviving owner(s). If there are two or more surviving owners, their respective ownerships during lifetime shall be in proportion to their previous net contributions to the account, increased for each survivor by an equal share 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 owner survives. 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 or authenticated request 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 we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint multiple account, regardless of who contributed the funds.

**4. POD ACCOUNT** - A POD account is a single or joint multiple party account that is payable on request to the owner(s) during his, her, or their lifetimes and, upon the death of all owners, is payable to the surviving named POD beneficiary(ies). Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary. 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 otherwise 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 amount on such



account and for any related fees and charges. 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 except as required by applicable law. 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 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 except as required by applicable law. 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. 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 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 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. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

**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 loss of an item in transit or the negligence of any correspondent. 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 checks, drafts, automated clearinghouse (ACH) transfers or other items 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 and impose a returned item fee 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 fund transfer.

**e. Direct Deposits.** We may offer direct deposit services, including 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 completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. 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. 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 will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

## **8. ACCOUNT ACCESS**

**a. Authorized Signature.** Your signature on the Account Card, or authentication and approval of your account, 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 information, even if you do not authorize a particular transaction.

**b. Access Options.** You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of 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 may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

**c. Credit Union Examination.** We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, 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.

**9. FUND TRANSFERS** - Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, 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, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (Nacha). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your

account if the amount of the requested transfer plus applicable fees exceeds the available balance 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. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when fund transfers are 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.

**d. Interest Payments.** 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, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept 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.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**10. 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.

## **11. TRANSACTION LIMITATIONS**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers based on the "available balance" in your account. More information about the available balance is provided below in the Overdrafts section. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure, the Remote Deposit Capture Agreement, and for other reasons such as legal holds. We may make transfers from your accounts to pay checks or drafts, permit withdrawals, and other transfers when you have an insufficient available balance in your account if you have made arrangements for an Overdraft Protection service or, if you do not have such a service with us and you qualify, in accordance with our Overdraft/Insufficient Funds Policy and Discretionary Overdraft Privilege Disclosure.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (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 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.

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

### 13. OVERDRAFTS

**a. What is an Overdraft?** An overdraft occurs when a check, ACH transaction, debit card transaction, or any other type of payment you have made is presented to us for payment and sufficient funds are not available in your checking account to pay the transaction, but we pay it anyway. In most cases, if sufficient funds are not available in your account, the transaction would be rejected and returned unpaid, and we may charge an Insufficient Funds ("NSF") Fee. If you have elected our Overdraft Protection service, however, the transaction can be paid using available funds from your designated savings account and any other designated account or from a prearranged line of credit. There may be a fee for automatic protection transfers from a deposit or line of credit account as set forth in the Schedule of Fees and Charges or the line of credit agreement. Additionally, automatic transfers from other accounts (including for Overdraft Protection) may be limited as set forth in the Truth in Savings disclosures. In addition to the Overdraft Protection service, if you have qualified and your account is eligible, our discretionary Overdraft Privilege service may provide an additional layer of overdraft protection. Overdraft Protection services may not be available for all accounts. You may incur fees as set forth in the Schedule of Fees and Charges for using any of our Overdraft Protection services, so you should always take care to avoid creating any overdraft. The following explains how our overdraft protection services work.

**b. Payment of Overdrafts.** If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. 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 review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our overdraft services or any other service you may have authorized with us or, if you do not have such services with us, in accordance with any overdraft payment policy we have, as applicable.

**c. Overdraft Protection Services.** We offer three levels of overdraft protection. The first level is called the Overdraft Protection service and it is available for most checking accounts. This service transfers available funds from your savings account and any other designated account or prearranged line of credit when your checking account does not have sufficient available funds to pay a transaction when presented for payment. We may charge a fee for this service as set forth in the Schedule of Fees and Charges. To use this service, you must elect it and designate the priority of your Overdraft Protection accounts on the Account Card or other form we provide. The second level of overdraft protection is called the Overdraft Privilege service. This service is provided automatically after your checking account has been open for at least 30 days and you qualify for the service. We will notify you when you have qualified. The Overdraft Privilege service is provided pursuant to our Overdraft/Insufficient Funds Policy and Discretionary Overdraft Privilege Disclosure as a non-contractual courtesy. The Discretionary Overdraft Privilege Disclosure will be provided to you at the time you are approved for the service. It is not a line of credit and it is not guaranteed. However, in the event you write a check or initiate an ACH, online Bill Pay, recurring debit card payment, or other eligible transaction and sufficient funds are not available in your designated checking account to pay the transaction using the Overdraft Protection service, or if you have not elected the Overdraft Protection service, and if there are no other sources of overdraft protection available, we will strive to pay your reasonable overdrafts if your account is in good standing and you continue to meet eligibility requirements. The third level of overdraft protection extends the Overdraft Privilege service to your ATM and one-time (non-recurring, point-of-sale) debit card transactions. To use this service, you must affirmatively opt-in by calling us or completing and providing our opt-in form. Both levels of the Overdraft Privilege service will charge an Overdraft Privilege Fee as set forth in the Schedule of Fees and Charges when a transaction is paid using the service. The fee for the Overdraft Protection service is less costly than the fee for the Overdraft Privilege service. The amount of Overdraft Privilege approved for your eligible checking account may vary and is subject to change at any time based on certain membership factors such as age of account, deposit activity and history, and overdraft activity and history, including repayment history. If you want to stop receiving any overdraft protection service in which you are enrolled, you may opt-out of any level at any time by contacting us. Please refer to our Discretionary Overdraft Privilege Disclosure for eligibility requirements and additional information about the Overdraft Privilege service.

**d. How Transactions are Posted to Your Account.** The order in which we process checks and other transactions (collectively, "Items") made against your account may affect the total amount of overdraft and other fees that may be charged to your account. Items may not be processed in the order made. While we may process items in any order we choose in accordance with applicable law, we generally process and pay Items as we receive them. We may change the order in which we process transactions at any time without notice. In the event that your account has sufficient available funds on deposit to cover one or more, but not all of the checks and other withdrawal orders presented on any business day, we may honor those items and allow those withdrawals in any order we choose in our discretion, including honoring first any withdrawal orders or checks payable to us and dishonoring or refusing any other Item or withdrawal for which there are insufficient available funds thereafter.

Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure and our Remote Deposit Capture Agreement for details regarding the timing and availability of funds from deposits.

**Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in the order contained in the data file.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt. We process items in each data file in order presented.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek a preauthorization for these types of transactions. The preauthorization request places a hold on funds in your account when the preauthorization is completed. This is referred to as an "preauthorization hold". An "preauthorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. We have no control over how much a merchant asks to preauthorize or when a merchant submits a transaction for payment. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of a preauthorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your debit card for payment. Refer to the Understanding Your Account Balance section below for more information about preauthorized debit card holds.

This is a general description of how certain types of transactions are paid and these practices may change. We reserve the right to pay items in any order we choose as permitted by law.

**e. Understanding Your Account Balance.** In order to properly manage your checking account to avoid overdrafts and resulting fees, it is important to understand that your checking account has two kinds of balances: the "actual balance" and the "available balance." Funds used to pay your transactions may be limited based on the available balance. We use the available balance to determine if your checking account will be overdrawn. You should assume that any Item that would overdraw your account based on your available balance may create an overdraft. You can check the amount of your actual balance and available balance by reviewing your account online through Online Banking or Mobile Banking, using our First Teller audio response system, at most ATMs with your ATM or debit card, and by calling us at (800) 780-7101 or visiting a branch office. You must be enrolled in our electronic fund transfer services in order to check your balance through those services.

The actual balance of your Account is the actual amount of money that is in your account at any given time. The actual balance reflects transactions that have been posted to your account. It does not reflect pending transactions. For example, if you have \$50 in your account and you write a check for \$40, then your actual balance remains at \$50 until the check is presented and posted to the account. The actual balance does not reflect the pending check while it is in transit to us. The actual balance also does not reflect other items that have not yet been posted to your account, such as a remotely deposited check that has been submitted for deposit and is under review.

The available balance is that part of the actual balance that is available for you to use without incurring overdraft fees. The available balance takes into account holds placed on account funds such as check deposit holds under our Funds Availability Policy, holds for pending debit card transactions that have been preauthorized but not yet posted, and legal holds. For example, if you have \$100 in your checking account and you use your debit card at a restaurant for \$50, then the merchant may ask us to preauthorize the \$50 payment. When that happens, we will place a hold on your account for \$50 and your available balance will be reduced to \$50, even though your actual balance will remain at \$100 until the transaction posts or the hold is released. In some cases, such as at restaurants and gas stations, the merchant may ask to preauthorize a greater amount than the initial transaction amount in order to account for tips or when the final amount of the transaction is not known at the time of preauthorization such as when purchasing gas at a gas pump. Funds subject to a preauthorization hold are not available to pay checks, other debit card transactions, online bill payments, ACH, and other transactions. Please refer to the Electronic Fund Transfers Agreement and Disclosures for more information about debit card preauthorization holds. You should also keep in mind that the available balance may not always reflect all outstanding pending payments such as checks that you have written that have not yet cleared on your account. Additionally, the available balance may not always reflect outstanding debit card transactions. For example, if a merchant obtains a preauthorization hold but does not submit the transaction for payment within 96 hours of the preauthorization, we must release the hold. In such a case, the funds subject to the hold will be restored to the account and the available balance will not reflect the outstanding transaction until we receive it and post it to the account. As a result, you must carefully track of all of your transactions to ensure you have sufficient funds available in your checking account when your transactions are presented to us. Failure to do so may cause you to incur overdraft fees.

**f. General.** You agree to maintain funds in your accounts at all times sufficient to pay any withdrawal order (whether oral, written, or otherwise) or Item presented for payment against the applicable account. We are under no obligation to pay any Item (a) the amount of which exceeds the available balance in the account upon which the Item was drawn, or (b) that would exceed limitations imposed upon the applicable Account under our policies and procedures or under applicable law or regulations. In the event that we do pay any such Item, we will not waive our right to dishonor any subsequent Items presented. If we do pay an Item, the amount of which exceeds the balance in the account upon which it is drawn, or if any Item deposited to your account is subsequently returned and charged back to your account creating an overdraft, you agree to pay us immediately the amount by which that account is overdrawn together with any fees that we might assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of Social Security or other government benefits), to withhold or to transfer funds from any other eligible account to which you are a party in amounts sufficient to cover any overdraft and resulting overdraft fees, or to use any other collection remedy available to us by law. In the event that you write a check or take any other action which would result in an account becoming overdrawn, and if you have requested and been approved for the Overdraft Protection service, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your designated account(s) or to make an advance under your prearranged line of credit agreement with us, in increments that we deem sufficient in order to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best efforts to transfer funds to your checking account from your designated account or to make an advance under your prearranged line of credit agreement with us in the manner in which you have directed on the Account Card or other instruction. If you are enrolled in the Overdraft Privilege service, then pursuant to our Overdraft/Insufficient Funds Policy, if there are insufficient available funds to pay an Item using the Overdraft Protection service (or if you have not elected the Overdraft Protection service), then we will consider paying the Item with the Overdraft Privilege service. After all overdraft protection is exhausted or denied, if sufficient funds are still not available to pay an Item presented, then any such Item presented will be returned to the payee due to insufficient funds and an Insufficient Funds Fee as set forth in the Fee Schedule will be charged to your account. Each party to any of your accounts will be jointly and severally responsible for overdrafts caused by any other party your Account.

**14. 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 draw or 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 months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

## 15. 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 accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union 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.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

**b. Duration of Order.** A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have 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 and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**16. 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, for example: (1) your account contains an insufficient available balance 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 are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. 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.

**17. 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. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

**18. 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 online 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.

**19. PLEDGE, RIGHT OF OFFSET AND 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. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. 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 or offset 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 or offset 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 or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**20. 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, as permitted by law. 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.

**21. 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.

## **22. 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, in a manner we deem appropriate under the circumstances, of any changes 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 provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. 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.

**23. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. 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 a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees.

#### **24. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement that shows the 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 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 mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, 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 that are reflected on your statement within 33 days of the date we sent or otherwise provided 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 facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

**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 charge 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.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

**25. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. 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 or reserve account 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 then 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. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**26. 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 or other document which evidences a change to an account and accepted by us.

**27. 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, for example: (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 service; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. 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.

**28. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**29. DEATH OF ACCOUNT OWNER** - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a owner's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased owner for a period of ten days after the owner's death 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.

**30. 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.

**31. 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.

**32. 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 post judgment collection actions.

**33. WAIVER OF RIGHT TO JURY TRIAL** - You and the Credit Union knowingly and conclusively waive all rights to trial by jury in any dispute or proceeding relating in any way to this Agreement, including all claims arising out of any lending relationship or share or deposit account that may be affected by this Agreement.

**34. WAIVER OF CLASS ACTION PARTICIPATON** - You and the Credit Union knowingly and conclusively waive all rights to participate, either as a representative or member of a class, in any dispute or matter instituted as a purported class action. You and the Credit Union knowingly and conclusively waive the right to join or consolidate disputes by or against others as a representative or member of a class, to act in any legal matter in the interests of the general public, or to act as a private attorney general.

**35. PERMITTED TIME FOR INITIATING LEGAL ACTION** - You must file any legal action arising out of or relating to this Agreement or any other agreement you have with us within two years after the cause of action arises, unless applicable law provides for a shorter limitations period or the applicable agreement provides for a different limitations period. For purposes of a lawsuit concerning a fee or charge assessed to your Account, the cause of action will be deemed to have arisen or accrued on the date the first such fee or charge being complained of was assessed, regardless of whether you had actual or constructive knowledge of any such cause of action, and you expressly waive any application of or reliance on any theory or doctrine of a continuing violation of a breach or any other doctrine which might otherwise serve to toll or delay the beginning of the two-year limitation period.

**36. GOVERNING LAW** - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Texas. 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.

**37. 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.

**38. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

**39. CONSENT TO CONTACT** - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 6201 Sanger Ave., Waco, TX 76710, via phone at 800-780-7101 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.



## FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at First Central Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the next business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the next business day, 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 next 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.

**3. HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

**4. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) 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 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 seventh business day after the day of your deposit.

**5. 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 \$5,525.00 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 next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the thirteenth calendar day after the day of your deposit.

## TRUTH-IN-SAVINGS RATE AND FEE SCHEDULE FOR SAVINGS AND CHECKING ACCOUNTS



The rates and fees contained in this Schedule are accurate as of July 1, 2024. For current information, call the Credit Union at 800-780-7101. This Rate and Fee Schedule for all accounts sets forth certain conditions, rates, fees, and charges applicable to your accounts at First Central Credit Union and is incorporated as part of your Account Agreement.

SAVINGS ACCOUNTS			
Account Types	Dividend Rate	Annual Percentage Yield (APY)	Minimum Balance Requirements
Savings <sup>1</sup>	0.35%	0.35%	\$5 to open \$5 to avoid account closure \$100 average daily balance to obtain disclosed APY
Kasasa Saver <sup>2</sup> Up to \$20,000 Over \$20,000 Qualifier Not Met	1.98% 1.00% 0.05%	2.00% 1.00% 0.05%	\$5 to open Balance Over \$20,000 – rate based on portion of balance over \$20,000 (resulting in 2.00% - 1.17% APY)
Dream Savings <sup>2</sup>	0.35%	0.35%	\$5 to open \$100 average daily balance to obtain disclosed APY
Money Market <sup>2</sup> Tier 1 \$0 to \$2,499 Tier 2 \$2,500 to \$24,499.99 Tier 3 \$25,000 to \$49,999.99 Tier 4 \$50,000 to \$99,999.99 Tier 4 \$100,000 to \$249,999.99 Tier 6 \$250,000 and greater	0.35% 1.00% 1.09% 1.24% 1.98% 2.23%	0.35% 1.00% 1.10% 1.25% 2.00% 2.25%	\$2,500 to open \$2,500 minimum daily balance to avoid service charge* \$2,500 average daily balance to obtain disclosed APY
Dream Club <sup>2</sup>	0.35%	0.35%	\$5 to open with auto-deposit sign up \$100 average daily balance to obtain disclosed APY
IRA Savings <sup>1</sup>	0.50%	0.50%	\$25 to open \$25 average daily balance to obtain disclosed APY
Kirby Kangaroo <sup>1</sup> (age 0-12) Youth Savings <sup>1</sup> (age 13-17)	0.35%	0.35%	\$5 to open \$5 to avoid account closure \$25 average daily balance to obtain disclosed APY
TUTMA Savings <sup>1</sup>	0.35%	0.35%	\$5 to open \$5 to avoid account closure \$100 average daily balance to obtain disclosed APY
Empower Savings <sup>3</sup>	N/A	N/A	\$5 to open \$5 to avoid account closure

CHECKING ACCOUNTS			
Account Types	Dividend Rate	Annual Percentage Yield (APY)	Minimum Balance Requirements
InControl Checking <sup>3</sup>	N/A	N/A	\$25 to open No minimum balance requirement \$3 service charge*
Kasasa Cash <sup>2</sup> Up to \$10,000 Over \$10,000 Qualifier Not Met	4.89% 1.00% 0.05%	5.00% 1.00% 0.05%	\$25 to open No minimum balance requirement Balance Over \$10,000 – rate based on portion of balance over \$10,000 (resulting in 5.00% - 1.36% APY)
Kasasa Cash Back <sup>3</sup>	N/A	N/A	\$25 to open No minimum balance requirement
Prestige Checking <sup>2</sup> Tier 1 \$500 to \$2,499.99 Tier 2 \$2,500 to \$14,999.99 Tier 3 \$15,000 and greater	0.15% 0.35% 0.50%	0.15% 0.35% 0.50%	\$25 to open \$500 minimum daily balance to avoid service charge* \$500 average daily balance to obtain disclosed APY
New Beginnings Checking <sup>3</sup>	N/A	N/A	\$100 to open No minimum balance requirement Monthly Service Charge

<sup>1</sup>Dividends are compounded and credited quarterly

<sup>2</sup>Dividends are compounded and credited monthly

<sup>3</sup>This account does not earn dividends.

Your account will be classified as dormant / inactive if you do not make any transactions over a 3-year period.

EXISTING ACCOUNT TYPE (NO LONGER OFFERED)			
Super Saver Checking <sup>2</sup> Student Checking <sup>2</sup> 1 <sup>st</sup> Class Checking <sup>2</sup> Gem Checking <sup>2</sup> Extreme Checking <sup>2</sup>	0.05% 0.05% 0.05% 0.05% N/A	0.05% 0.05% 0.05% 0.05% N/A	\$500 to avoid service fee * & obtain disclosed APY No minimum balance requirement No minimum balance requirement/Monthly Service Charge No minimum balance requirement/Monthly Service Charge \$25 to open; No minimum balance requirement

\*If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a service charge as set forth in this Truth-In-Savings Fee Schedule for that month. If you close any account type before dividends are paid, you will not receive the account dividend.

### Savings Account Fees

Withdrawals in excess of 4 per month (excludes IRA Accounts)	per transaction-in branch & ITM served	\$3.00
Share Savings below minimum requirement	due to NSF-per occurrence Returned Unpaid/Paid	\$15.00/\$27.00

### ATM & Debit Card Fees

ATM/Debit Card Special Handling	card or PIN mailed to address not on file	\$10.00
ATM/Debit Visa Card Replacement		\$15.00
Foreign ATM (ATM not owned by First Central CU)	per transaction/non-monetary	\$1.00/\$.50
FedEx Delivery and Overnight	card or PIN/overnight card or PIN	\$25.00/\$50.00

### Checking Account Fees

Copy of Cleared Check	per item	\$2.00
Monthly Service Charge – InControl	eStatement or 6 debit card transactions-no fee	\$3.00
Monthly Service Charge – Prestige & Super Saver	daily balance below \$500	\$5.00
Monthly Service Charge – New Beginnings		\$10.00
Monthly Service Charge – Money Market	daily balance below \$2,500	\$20.00
Monthly Service Charge – 1 <sup>st</sup> Class/Gem	Account types no longer offered	\$8.00/\$7.00
Withdrawal/Transfer Limitation – Money Market	in excess of 6-per transaction	\$5.00
Insufficient Funds & Overdraft Privilege Overdraft Privilege – maximum \$500 per account New Beginnings & Student Checking \$200 max Prestige Checking \$750 max	Debits/Withdrawals via check cashed in person or 3 <sup>rd</sup> party payment, ACH, ATM, Debit Visa PIN/POS, Service/Check charge, Pre-authorized internal Transactions-per presentment Returned Unpaid/Paid	\$15.00/\$27.00
Overdraft Protection	per occurrence-transfers in \$50 increments	\$2.00

### Miscellaneous Fees

Account Research / Balancing Assistance	per hour/one hour minimum	\$15.00/\$20.00
Balance Transfer	by phone-per transfer	\$1.00
Check Cashing	< \$1000/1% > \$1000 Fee-Savings below \$200 and no other relationship No Fee-Checking account with 5 transactions	\$3.00/1% of check
Account Closure or Reopen	if closed/within 6 months	\$10.00/\$20.00
Fax or Photo Copy	per page	\$1.00
Collection Item	per item-incoming and outgoing	\$15.00
Returned Mail - Tax Document/Certified Mail/Statement	per item (Returned Statements 1 fee/per 3 months)	\$5.00/\$8.00/\$5.00
Skip-A-Pay	per loan	\$25.00
Money Order/Copy of Money Order	per item	\$1.00/\$4.00
Notary	per page/per additional signature Fee-Savings below \$200 and no other relationship No Fee-Checking account with 5 transactions	\$6.00/\$1.00
Account Number Change	per member request (no fee-if fraud)	\$20.00
Payment Convenience (Online or by Phone)		2.5%
Message Pay (Payment by Text)		\$4.95
IRA Rollover Withdrawal		\$25.00
Kasasa Protect	Kasasa/non-Kasasa	\$7.99/\$9.99
Garnishment or Levy process		\$50.00
Account Statement Reprints	per printout	\$2.00
Returned Checks Cashed or Deposit item	per item-made payable to yourself	\$10.00
Stop Payment	ACH-Account-FCCU Check (90 day waiting period)	\$27.00
Cashier Check/Copy of Cashier Check	payable to 3 <sup>rd</sup> party/per item	\$2.00/\$4.00
Temporary Checks	per page-4 per page	\$2.00
Coin Machine – non-member	transaction amount	10%
Visa Credit Card Replacement		\$15.00
OFAC Blocked Account	per month	\$10.00
Wire – Domestic/International/Western Union (Domestic)		\$20.00/\$50.00/\$25.00
Safe Deposit Boxes	3x5/3x10/5x10/10x10/annual fee	\$17.50/\$25/\$45/\$70.00
Key Deposit/Lost Key		\$20.00/\$10.00

### FirstLink Bill Pay Fees

Written Correspondence	to Payee-per item	\$15.00
Proof of Payment	not a dispute-per item	\$15.00
Payment Returned	member error-per presentment Returned Unpaid/Paid	\$15.00/\$27.00

# TRUTH-IN-SAVINGS SCHEDULE FOR CERTIFICATE OF DEPOSIT OF ACCOUNTS



The rates contained in this Schedule are accurate as of May 29, 2024. For current information call the Credit Union at 800-780-7101. This Rate Schedule for all accounts sets forth certain conditions and Rates applicable to your accounts at First Central Credit Union and is incorporated as part of your Account Agreement with us.

Account Types	Interest Rate	Annual Percentage Yield (APY)	Minimum Balance Requirements
6 Month <sup>1</sup>	2.28%	2.30%	\$1,000 to open (Renewable) \$1,000 to avoid account closure
1 Year <sup>1</sup>	3.55%	3.60%	\$1,000 to open (Renewable) \$1,000to avoid account closure
2 Year <sup>1</sup>	3.84%	3.90%	\$1,000 to open (Renewable) \$1,000 to avoid account closure
3 Year <sup>1</sup>	3.55%	3.60%	\$1,000 to open (Renewable) \$1,000 to avoid account closure
4 Year <sup>1</sup>	3.16%	3.20%	\$1,000 to open (Renewable) \$1,000 to avoid account closure
5 Year <sup>1</sup>	3.45%	3.50%	\$1,000 to open (Renewable) \$1,000 to avoid account closure
7 Month Jumbo (Special) <sup>1</sup>	4.09%	4.15%	\$100,000 to open (Non-Renewable) \$100,000 to avoid account closure
13 Month (Special) <sup>1</sup>	4.18%	4.25%	\$1,000 to open (Non-Renewable) \$1,000 to avoid account closure
25 Month (Special) <sup>1</sup>	4.18%	4.25%	\$1,000 to open (Non-Renewable) \$1,000 to avoid account closure
37 Month (Special) <sup>1</sup>	4.18%	4.25%	\$1,000 to open (Non-Renewable) \$1,000 to avoid account closure
49 Month (Special) <sup>1</sup>	3.80%	3.85%	\$1,000 to open (Non-Renewable) \$1,000 to avoid account closure
61 Month (Special) <sup>1</sup>	3.94%	4.00%	\$1,000 to open (Non-Renewable) \$1,000 to avoid account closure
Jumbo	+ 0.25% added to above APY for stated term		\$100,000 to open (Renewable) (Specials Non-Renewable)

<sup>1</sup>Interest is compounded and credited quarterly.

IRA Certificates offered for any stated term, excluding Special term.

One (1) time bump-up CD for terms of two (2) years or more (excludes Special CDs).

## TRUTH-IN-SAVINGS DISCLOSURE

### ACCOUNT DISCLOSURES

***Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.***

**1. RATE INFORMATION —** The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Money Market, Super Saver Checking, Prestige Checking, Student Checking, 1<sup>st</sup> Class Checking, Gem Checking, Kasasa Saver, Kasasa Cash, Savings, Dream Savings, TUTMA, Kirby Kangaroo, Youth Savings, Dream Club, Traditional IRA Savings, Roth IRA Savings, and Coverdall Education Savings Plan accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. Money Market, Prestige Checking, Kasasa Saver, and Kasasa Cash accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the separate Rate Schedule. For Money Market and Prestige Checking accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account. For Kasasa Saver and Kasasa Cash accounts, each dividend rate will apply only to that portion of the account balance within each balance range.

**2. KASASA ACCOUNTS —** For all Kasasa accounts, you may qualify for monthly rewards if you meet the applicable minimum qualification requirements for the monthly qualification cycle. To meet the minimum qualification requirements, you must: 1) make 12 debit card purchases that post and settle your account; 2) be enrolled in and receive e-statements; 3) be enrolled and log into online banking. The monthly qualification cycle is defined as the period beginning one business day prior to the first day of the current statement cycle through one business day prior to the close of the current statement cycle. Account transactions may take one or more business days from the date the transaction was made to

post and settle to the account. All transactions must post and settle during the monthly qualification cycle in order to qualify for the account's reward. The following transactions do not count toward earning account rewards: ATM processed transactions, transfers between accounts, debit purchases processed by merchants and received by our credit union as ATM transactions, and purchases made with debit cards not issued by our credit union.

**Kasasa Saver.** The Kasasa Saver account is a tiered rate account and is available only to holders of a Kasasa Cash or Kasasa Cash Back account. If you meet the minimum qualification requirements for your Kasasa Cash or Kasasa Cash Back account during the monthly qualification cycle, the first dividend rate and annual percentage yield listed for this account in the separate Rate Schedule will apply if your balance is \$10,000.00 and below. The second dividend rate and annual percentage yield listed for this account will apply if your balance is from \$10,000.01 or greater. Each dividend rate will apply only to that portion of the account balance within each balance range. If you do not meet all of the minimum qualification requirements during the monthly qualification cycle for the Kasasa Cash or Kasasa Cash Back account, the third dividend rate and annual percentage yield as listed in the separate Rate Schedule will apply to the entire balance in your Kasasa Saver account.

**Kasasa Cash.** The Kasasa Cash account is a tiered rate account. If you meet the minimum qualification requirements during the monthly qualification cycle, the first dividend rate and annual percentage yield listed in the separate Rate Schedule will apply if your balance is from \$10,000.00 and below. The second dividend rate and annual percentage yield listed for this account will apply if your balance is from \$10,000.01 or greater. Each dividend rate will apply only to that portion of the account balance within each balance range. In addition, we will refund up to \$5.00 per single transaction in ATM fees assessed at nationwide ATMs we do not own or operate. An ATM receipt must be provided for any ATM fee of \$5.00 or greater to receive the refund. ATM refunds will be paid on the last business day of the month. If you do not meet all of the minimum qualification requirements during the monthly qualification cycle, the third dividend rate and

annual percentage yield as listed in the separate Rate Schedule will apply to the entire balance in your Kasasa Cash account and ATM Fees will not be refunded to you. One Kasasa Cash account or Kasasa Cash account with Kasasa Saver account is allowed per social security number.

**Kasasa Cash Back.** For Kasasa Cash Back accounts, you will receive 3.00% cash back on up to \$6.00 in debit card purchases that post and settle to your account if you meet the minimum qualification requirements during the monthly qualification cycle. A maximum of \$6.00 cash back may be earned per monthly qualification cycle. In addition, we will refund up to \$5.00 per single transaction in ATM fees assessed at nationwide ATMs we do not own or operate. An ATM receipt must be provided for any ATM fee of \$5.00 or greater to receive the refund. ATM refunds will be paid on the last business day of the month. If you do not meet all of the minimum qualification requirements during the monthly qualification cycle, you will not earn a cash back reward and ATM fees will not be refunded to you. One Kasasa Cash Back account or Kasasa Cash Back account with Kasasa Saver account is allowed per social security number.

**3. NATURE OF DIVIDENDS —** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**4. DIVIDEND COMPOUNDING AND CREDITING —** The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the separate Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

**5. ACCRUAL OF DIVIDENDS —** For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Money Market, Super Saver Checking, Prestige Checking, Student Checking, 1<sup>st</sup> Class Checking, Gem Checking, Kasasa Saver, Kasasa Cash, Savings, Dream Savings, TUTMA, Kirby Kangaroo, Youth Savings, Dream Club, Traditional IRA Savings, Roth IRA

Savings, and Coverdall Education Savings Plan accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends. However, for Dream Club accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.

**6. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the separate Rate Schedule. For Money Market, Super Saver Checking, and Prestige Checking accounts, there is a minimum daily balance required to avoid a service fee for the dividend period. If the minimum daily balance requirement is not met during each day of the dividend period, you will be charged a service fee as stated in the Schedule of Fees and Charges. For Money Market, Super Saver Checking, Prestige Checking, Savings, Dream Savings, TUTMA, Kirby Kangaroo, Youth Savings, Dream Club, Traditional IRA Savings, Roth IRA Savings, and Coverdall Education Savings Plan accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not earn the annual percentage yield stated in the separate Rate Schedule. For accounts using the daily balance method as stated in the separate Rate Schedule dividends are calculated by applying a daily periodic rate to the principal in the account each day.

**7. ACCOUNT LIMITATIONS** — For Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For Dream Club accounts, the entire balance will be paid to you by check on or after November 1 and the account will remain open. You may make withdrawals at any time and no fee will be imposed. For Savings, Empower Savings, TUTMA, Kirby Kangaroo, and Youth Savings accounts, you may make four (4) withdrawal(s) from your account each month. If you exceed this limitation, you will be charged a fee as disclosed in the Schedule of Fees and Charges. For In-Control accounts, you must be enrolled in and receive e-statements or make 6 debit card purchases that post and settle your account each month. If you do not meet these requirements, you will be charged a fee as disclosed in the Schedule of Fees and Charges. For Dream Savings,

Dream Club, Student Checking, 1<sup>st</sup> Class Checking, Gem Checking, New Beginnings Checking, Super Saver Checking, Prestige Checking, Extreme Checking, Kasasa Saver, Kasasa Cash, Kasasa Cash Back, Traditional IRA Savings, Roth IRA Savings, and Coverdall Education Savings Plan accounts, no account limitations apply.

**8. FEES FOR OVERDRAWING ACCOUNTS** — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to the Overdraft Privilege service for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the available balance and the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an Overdraft Privilege limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's Overdraft Privilege service in order for the transaction amount to be covered by the service. Without your consent, the Credit Union may not use the Overdraft Privilege service to 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.

**9. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1

**10. RATES** — The rates provided in the separate Rate Schedule are accurate as of the effective date indicated. If you have any questions or require current rate information on your accounts, please call the Credit Union.

**11. FEES** — See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).

## LOCATIONS

Main Office  
6201 Sanger Avenue  
Waco, TX 76710  
(254) 776-9333

1602 Austin Avenue  
Brownwood, TX 76801  
(325) 641-2943

9101 Chapel Road  
Waco, TX 76712  
(254) 776-9333

3100 Bellmead Drive  
Waco, TX 76705  
(254) 776-9333

305 Coke Street  
Hillsboro, TX 76645  
(254) 582-2489

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and backed by the full faith and credit of the United States Government

# NCUA

National Credit Union Administration, a U.S. Government Agency



## TRUTH-IN-SAVINGS DISCLOSURE

### ACCOUNT DISCLOSURES

*Except as specifically described, the following disclosures apply to all of the accounts.*

**1. RATE INFORMATION** — The annual percentage yield 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. For all accounts, the interest rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For accounts subject to interest compounding, the annual percentage yield is based on an assumption that interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.

**2. INTEREST COMPOUNDING AND CREDITING** — The compounding and crediting frequency applicable to each account is set forth in the separate Rate Schedule provided with this disclosure. For all accounts, at your option, you may choose to have interest credited to your certificate account, paid to you by check, or transferred to another account of yours. If you elect to have interest paid to you by check or transferred to another account, compounding will not apply.

**3. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the separate Rate Schedule provided with this disclosure. For accounts using the daily balance method as stated in the separate Rate Schedule provided with this disclosure interest is calculated by applying a daily periodic rate to the principal in the account each day.

**4. ACCRUAL OF INTEREST** — For all accounts, interest will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For all accounts, if you close your account before

accrued interest is credited, accrued interest will not be paid.

**5. TRANSACTION LIMITATIONS** — For all accounts, you may not make deposits to your account and any limitations on such transactions are stated in the separate Rate Schedule provided with this disclosure. After your account is opened, you may make withdrawals of principal subject to the early withdrawal penalties stated below. Withdrawals of interest are not subject to penalty.

**6. MATURITY** — Your account will mature as stated on the separate Rate Schedule provided with this disclosure or on your Account Receipt or Renewal Notice.

**7. EARLY WITHDRAWAL PENALTY** — We may impose a penalty if you withdraw funds from your account before the maturity date.

**a. Amount of Penalty.** For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 6 months	3 months' interest
Terms of 12 months	6 months' interest
Terms of 24 months	12 months' interest
Terms of 36 months	18 months' interest
Terms of 48 months	24 months' interest
Terms of 60 months	30 months' interest

**b. 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.

**c. Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- (i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple interest earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

**8. RENEWAL POLICY** — The renewal policy for your accounts is stated in the separate Rate Schedule provided with this disclosure. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

**9. NONTRANSFERABLE/NONNEGOTIABLE** — Your account is nontransferable and nonnegotiable.

**10. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1

## LOCATIONS

1602 Austin Avenue  
Brownwood, TX 76801  
(325) 641-2943

6201 Sanger Avenue  
Waco, TX 76710  
(254) 776-9333

9101 Chapel Road  
Waco, TX 76712  
(254) 776-9333

3100 Bellmead Drive  
Waco, TX 76705  
(254) 776-9333

305 Coke Street  
Hillsboro, TX 76645  
(254) 582-2489

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and backed by the full faith and credit of the United States Government

# NCUA

National Credit Union Administration, a U.S. Government Agency

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by First Central Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Co-Op, Cirrus®, and Pulse networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's Overdraft Privilege service in order for the transaction amount to be covered by this service. Without your consent, the Credit Union may not use the Overdraft Privilege service to authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM 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.

At the present time, you may use your card to:

- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry Co-Op, Cirrus®, and Pulse network logo(s).

The following limitations on ATM Card transactions may apply:

- You may make ten (10) cash withdrawals in any one (1) day.
- You may withdraw up to a maximum of \$800.00 in any one (1) day, if there are sufficient funds in your account.
- You may make ten (10) POS transactions in any one (1) day.
- You may purchase up to a maximum of \$800.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**b. Debit Card.** If approved, you may use your Visa® debit card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent for these transactions to be covered by the Credit Union's Overdraft Privilege service. Without your consent, the Credit Union may not use the Overdraft Privilege service to 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.

If the available balance in your account is not sufficient to pay the debit card transaction amount and you have enrolled in the Overdraft Privilege services, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Co-Op, Cirrus®, and Pulse networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa Co-Op, Cirrus®, and Pulse networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Debit Card transactions may apply:

- You may make 25 Debit Card purchases per day.
- You may purchase up to a maximum of \$3,500.00 per day.
- You may make ten (10) cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$800.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may make 25 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$3,500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**c. First Teller.** If we approve First Teller for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use First Teller to:

- Withdraw funds from your savings, checking, money market, and club accounts.
- Transfer funds from your savings, checking, money market, club, and Line of Credit accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and Line of Credit accounts.
- Make loan payments from your savings, checking, money market, and club accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under First Teller via a touch-tone telephone only. First Teller service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on First Teller transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us in writing at any time up to three (3) business days before the scheduled date of the transfer. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**e. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you

complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**f. Online Banking.** If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Withdraw funds from your savings, checking, money market, and club accounts.
- Transfer funds from your savings, checking, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, money market, and club accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- See Section 2 for transfer limitations that may apply to these transactions.

**g. Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Withdraw funds from your savings, checking, money market, and club accounts.
- Transfer funds from your savings, checking, money market, club, and Line of Credit accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, certificate, and Line of Credit accounts.
- Make loan payments from your savings, checking, money market, and club accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Make deposits using Remote Deposit Capture, see separate Terms and Conditions for more details.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- See Section 2 for transfer limitations that may apply to these transactions.
- You may make up to \$5,000.00 in daily deposits into your checking account via Remote Deposit Capture. There is a single item limit of \$2,000.00 per check.

**h. Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account.
- Maximum person to person amount of \$2,000.00.

**2. TRANSFER LIMITATIONS** — For all money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

**3. CONDITIONS OF EFT SERVICES —**

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Foreign Transactions.**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES** — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code 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 or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

254-776-9333  
800-780-7101  
800-682-6075 (lost/stolen)

or write to:

First Central Credit Union  
P.O. Box 21809  
Waco, TX 76702-1809

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **6. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 254-776-9333 or 800-780-7101. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE —** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS —** Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES —** All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you

will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

254-776-9333  
800-780-7101

or write to:

First Central Credit Union  
P.O. Box 21809  
Waco, TX 76702-1809

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) 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.

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

**12. OVERDRAFTS** — You agree that you will not use your ATM or debit card, PIN, or other EFT service to withdraw or transfer funds from your account in amounts exceeding the available balance in your account at the time of any such transfer. Subject to any overdraft protection arrangements you have made with us, you agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient available funds in your account. The term “available funds” means your available balance, which is that part of your account balance that is not subject to a hold and is immediately available to pay transactions presented for payment. Please refer to the Overdrafts section of the Membership and Account Agreement for more information about the “available balance.” If your account has sufficient available funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, then subject to applicable law, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion, including first honoring any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. At our option, we may also

post all debit card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made. You agree that your use of an EFT service shall be subject to the Overdrafts section of the Membership and Account Agreement, our overdraft policies and procedures, and any overdraft line of credit agreement you may have with us. If you qualify for our Overdraft Privilege service, and you wish to have Overdraft Privilege consideration extended to your ATM and everyday (one-time) debit card transactions, you must complete a separate opt-in authorization. We will not consider paying any ATM or everyday debit card transactions using the Overdraft Privilege service unless you have separately opted in. Please contact us for an opt-in authorization form. The Overdraft Privilege service is not available for all accounts.

**13. PREAUTHORIZATION HOLDS** — When you use your debit card at certain merchants such as self-service gas pumps, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold to cover the final transaction amount. The preauthorization hold may be in an amount greater than the actual purchase amount and may be placed on your account for up to 96 hours. You may not access funds that are subject to a preauthorization hold, and they will not be available to pay your transactions. Preauthorization holds may remain on your account for up to 96 hours after the transaction, even after the transaction has been paid. In addition, even after a preauthorization hold is released, the transaction may be posted to your account at any time. As a result, you must ensure that sufficient funds are available and remain in your account to pay for your debit card and all other transactions when presented. Preauthorization holds and other kinds of account holds can affect the availability of funds to pay any transaction on your account, including without limitation, checks, electronic transactions such as debit card, ACH, and other withdrawal transactions. You may incur overdraft or Insufficient Funds fees if sufficient funds are not available. To avoid fees, you must closely record and track all of your transactions so that you have a sufficient available balance at all times to pay your transactions. To determine the amount of a preauthorization hold placed on your account, you can ask the merchant. You may also check your available balance on the Online Banking and Mobile Banking systems, our First Teller audio response system, at most ATMs, or by contacting us. You must be enrolled in our electronic fund transfers services to use those services. You acknowledge and agree that you are responsible for ensuring that sufficient funds are available in your account at all times to pay your transactions. We are not responsible for any fees or other costs you may incur for payment or dishonor of items or payment orders because of preauthorization and other holds placed on your account funds.

**14. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**15. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**16. 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.