

TEXANS CREDIT UNION CONSUMER MEMBERSHIP ACCOUNT AGREEMENT

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MEMBERSHIP ACCOUNT AGREEMENT

Notice to Consumer Members: The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. All owners of joint accounts pledge 100% of all shares to secure both individual and joint debts or obligations, and are jointly and severally liable for same.

Active Military Members and Dependents: Any terms or conditions herein contrary to the provisions of the Military Lending Act ("MLA") are void for the period(s) during which you are a covered borrower under the MLA.

Please also note that the terms of this Agreement may change from time to time as provided for in this Agreement and applicable laws.

BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH IN THIS AGREEMENT. PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE PARAGRAPH 19 OF THE MEMBERSHIP SECTION FOR COMPLETE DETAILS.

INTRODUCTION

This Consumer Membership Account Agreement ("Agreement"), the Truth in Savings Rate Schedule ("Rate Schedule"), the Deposit Account Disclosure ("Disclosure") and the Member Fee Schedule ("Schedule") explain the rules which govern your account(s) and account services with us. You authorize us to establish one or more accounts for you or on behalf of third parties designated in your Membership Application or in any other Account Application you may execute with us (the "Application"), including but not limited to any Share Account, Checking Account, any Money Market Account, and any Certificate Account. By opening or using any such Account, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity, or agent. Please read this Agreement, the disclosure and rate and fee schedule carefully and keep them in a safe and convenient place.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common Transactions; (2) establish rules to govern Transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or Transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application or your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, Disclosure and the Schedules, as amended from time to time.

**MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS**

Terms, Conditions and Limitations of Your Relationship with the Credit Union: The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) Mastercard® Operation Rules, Regulations, and Standards as amended by Mastercard from time to time; (iii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iv) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (v) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws. **Governing Law.** This Agreement shall be governed by the Texas Credit Union Act, the Rules and Regulations of the Texas Credit Union Department, our Bylaws, federal law, and, to the extent not preempted by federal law, the laws of the State of Texas. You acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in Dallas County, Texas. **Personal / Commercial:** You agree that all accounts and services will be for personal, family and household purposes. If we in our discretion ascertain other use such as commercial we may require the account(s)/services(s) be closed or converted to business. **Disabilities:** We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

1. General Definitions. In this Agreement the words "you" or "your(s)", "Party", "Parties", "Owner" and "Owners" mean everyone that signs any Membership Application or is authorized to make Transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "Texans", "Credit Union", "We," "us," or "our" means Texans Credit Union providing this Agreement to you. "Access Device" means any card, electronic access device such as a computer, tablet, smartphone or other hardware used to check balances or make or process a transaction,

along with any codes, passwords or personal identification numbers (PIN) used to access and/or utilize any account or other services. **“Use of Biometrics / Fingerprints”** means the Credit Union may provide access to your accounts and services through the use of fingerprints or other biometrics. You may elect to the use of such biometrics, and, if so, will cooperate with the Credit Union in implementing any new technology. Biometric technologies may be used for authentication of your identity. A biometric identifier measures an individual’s unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be one of several methods used to access any account or other services.

Important Notice on Biometrics: When you enable biometric access, every person with a recognized fingerprint may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Use of biometrics may expand the number of persons who have access to your account regardless of the signers listed on your account agreement with us.

IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY INDIVIDUAL(S) WITH ACCESS TO YOUR DEVICE(S) AND SERVICE(S) HAVE APPROPRIATE PERMISSION AND AUTHORITY TO VIEW YOUR FINANCIAL INFORMATION AND/OR CONDUCT FINANCIAL TRANSACTIONS ON YOUR ACCOUNT(S). THE CREDIT UNION HAS NO RESPONSIBILITY TO VERIFY THE AUTHORIZATION OF EACH ACCESS DEVICE USER AND IT IS ASSUMED THAT THEY HAVE AUTHORITY TO CHECK BALANCES AND/OR CONDUCT TRANSACTIONS ON YOUR ACCOUNTS. FURTHER, IT IS YOUR RESPONSIBILITY TO ENSURE THAT NO UNAUTHORIZED MODIFICATIONS TO YOUR ACCESS DEVICE SOFTWARE OCCUR, AS THESE MODIFICATIONS CAN CAUSE SECURITY VULNERABILITIES.

Fingerprint authentication technology software (e.g. Touch ID, a service provided by Apple IOS), allows you to use your fingerprint to login to your Access Device securely instead of entering your user id and password. When this software authenticates a fingerprint registered to your Access Device, a secure token is exchanged with the Texans mobile application to permit access – Texans never receives or sees your fingerprint information. Your user id and password will not be stored on your Access Device. For more information on how your software provider protects your fingerprint, please see your provider’s Privacy Policy and security guides.

Fingerprint authentication technology software can be disabled through the Settings Menu in the Texans mobile application.

“Authorized User” and “Authorized Use” means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. **“Check”** means an acceptable written “instrument” on your account(s), and includes the term “share draft.” **“Balance and Available Balance”** Many circumstances will affect your access to the funds in your accounts (for example See Section 7.j.). Some of these circumstances are beyond the Credit Union’s control as they are requirements of the payment networks through which your transactions are processed via the merchants with whom you do business. We may place holds on various deposits as explained in the Funds Availability Section in this Agreement and under certain circumstances explained in Sections 7, 24-26, and elsewhere. Thus, your account records may show a “Balance” and an “Available Balance.” The Balance is the total amount of funds in your account(s). The Available Balance is the amount of the Balance that is available for transactions (withdrawals, write checks, debit transactions, online banking or other authorized transactions) at any given time. You should only make transactions against the Available Balance, as these are the only funds you may access even though the Balance may be higher. If you exceed the Available Balance, you may overdraw your account since new transactions cannot be processed until additional funds become available. Exceeding the Available Balance may result in Insufficient Funds Transactions, Returned Items and Fees including Overdraft Protection and Courtesy Pay Fees. To determine the Available Balance at any time you may check online banking, ATM, phone banking, etc. **It is your responsibility to check your Available Balance and understand the funds accessibility and payment order provisions of this Agreement (see section 7.a.) so that you may avoid making transactions that exceed your Available Balance and incurring additional fees.** **IMPORTANT NOTE:** Your Available Balance may NOT reflect every transaction you have initiated or previously authorized. For example, it may not include the following: 1) checks you have written that have not yet cleared your account; 2) recent credit/debit activities that may not have been posted to your Account yet; 3) the final amount of a debit card purchase (we may authorize a purchase amount prior to a tip that you add); 4) authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have not received for payment or which were received after our processing time; 5) debit card transactions that were previously authorized but have not been sent to us for payment (generally within 3 business days but possibly longer for certain transactions). It is your responsibility to manage your financial transactions and reconcile your Account by checking your periodic statements and any outstanding unpaid items before initiating any new transaction.

“Instrument” means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement. **“Owner”** means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union’s lien rights or any security interest. A person is not an “owner” unless specifically designated as such in a completed and signed Membership Application. **“Shares”** for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, **“share(s)”** mean all deposits in any share savings, share draft, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits,” for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest. **“Transaction or transaction”** means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union. All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g. to request one hundred dollars you will use: “\$100,” “\$100.00,” or the English equivalent: “One Hundred Dollars.”). We are not obligated to follow any other instructions. **“Savings Account”** may be used to describe a Share Account with us, and the term **“Checking Account”** may be used to describe Share Draft Accounts with us. The use of the term “Savings Account” or “Checking Account”, however, does not infer that your accounts will be interest-bearing accounts. Only Certificate of Deposit accounts with us earn interest rather than dividends.

2. Compliance with Laws and Inappropriate Transactions. You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law or as we in our discretion may determine; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers’ Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which we otherwise deem inappropriate and/or prohibit, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some

otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to "Money Service Businesses", "Internet Gambling Businesses" and "Cannabis Businesses", or other businesses that we determine violate the provisions of this Section. By way of illustration: "Cannabis Businesses" are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

3. Taxpayer Identification Numbers (TIN) and Certification. Pursuant to the Membership Application used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. Credit unions and other payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (a) you have been notified by the IRS that you are subject to backup withholding due to payee under reporting and you have not received a notice from the IRS that the backup withholding has been terminated or, (b) you provide us with an incorrect taxpayer identification number, the Credit Union is required to withhold payment, in part, of dividends or interest owing to you in amounts determined by the IRS and to pay interest or dividends withheld to the IRS.

4. Credit Union's Right to Investigate. It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s); and to report the Credit Union's findings of such investigation to all owners and/or users.

5. Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social Media. In order to verify your eligibility or continued eligibility for: membership; any account(s), service(s), or loan products; or increases or decreases in services and/or credit limits, now and in the future, OR as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your rights, you authorize us to make inquiry to verify your identity, to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. You agree to comply with any requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use the Credit Union or other parties' social media tools and sources and that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing. You agree that our use of such information does not violate your privacy or other rights. If you have consented to communicating with us via social media, we may use any social media addresses you may provide for general correspondence; provided however, official correspondence will continue to be sent to the account address or email address on file.

Defaults and Your Credit Reports: The Credit Union may report information about your account(s) to third parties such as credit reporting agencies/bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your loan and share/share draft account(s) may be reflected in your credit report.

6. Deposits to Your Account(s) and Instruments Paid/Cashed. Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us.

a) Endorsements: You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

b) Endorsement Standards: The area from the trailing edge of a check to 1.5 inches from the trailing edge of a check is reserved for the payee's endorsement. The trailing edge of a check is defined as the left side of the check looking at it from the front. You and all other endorsers must make your endorsement within this prescribed area. If any endorsement or other writing which you or any other endorser makes causes any error or delay in the processing of the item, you agree that you will be liable for any loss which we incur as a result of that delay or error, and you agree to hold us harmless from any such loss.

c) Substitute Checks: You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

d) e-Checks: When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

e) Collection of Deposits: In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Membership Application or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-resentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are Insufficient Funds Items ("NSFs") that you must pay to us if we incur any loss in seeking to collect such items for you.

f) Direct Deposits: You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. **Direct Deposit or Transfer Authorization/Bankruptcy.** If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

g) Multiple Payees: Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a

check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

h) Final Payment: All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees/charges set forth in the Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

i) Right to Refuse Deposit: If you request that we accept a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including special, consequential, incidental and exemplary damages, attorney's fees, and expenses which may arise because of our acceptance of the item. In any event, in our discretion, we may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the Account subject to applicable regulations.

j) Deposit Verification: If you make a deposit and we subsequently determine that the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your account in order to reflect the correction.

k) Checks from Source Other Than Credit Union Approved Vendor and Use of Wash Preventive Ink: The Credit Union approves the vendor(s) listed in the Fee Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

7. Transactions from Your Account(s). Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Payments upon your order may be made in coin, bills, or other instruments or via electronic means at our option.

a) Payment Order of Your Transactions: To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is that your transactions may not be processed in the order in which they occurred, and the order in which the items are received and processed can affect the total amount of overdraft fees. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentation files. Each presentation file received commonly contains many transactions. ATM items are processed in the order in which they are received. Automated Clearing House (ACH) items are processed when received; credit items are processed first and then debits. ACH debits, including items that were converted from checks to ACH, are processed by amount from lowest to highest. After ACH items are processed, paper checks are then processed in order by check number. ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

Why this is Important to You: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. If an item is presented and the Available Balance in your account is not sufficient to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed in the Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

b) Restrictions on Withdrawals from All Accounts: In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person or a legal document, which meets our requirements. **In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member's possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal. For reasons that include your safety and that of the Credit Union, large amounts of cash are not maintained at any Credit Union facility.**

c) Transaction Limitations for All Share Savings and Money Market/Money Management Accounts: Pursuant to Federal Regulation D, during any calendar month or statement cycle, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, home banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Schedule. **Excessive Transactions:** Transfers/withdrawals in excess of the transfer/withdrawal limitations described above may be subject to a fee as set forth in the Schedule. If an item presented for payment or if a transfer request would exceed the transaction limitations set forth above in any statement period, we may refuse or reverse the transaction, and suspend your Account. For accounts in which activity continues to violate these limits after we notify you of activity exceeding the limits, Regulation D requires that either the account be closed or that the funds be transferred to a transaction account that the depositor is eligible to maintain. If payment is made directly to the depositor, you may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM, or by telephone if the withdrawal is mailed to you in a check. There is also no limit on the number of transfers you may make to any loan account(s) with us.

d) Term Share Certificates: Any term share certificate, certificate or share certificate accounts offered by the Credit Union are subject to the terms of this Agreement and any account receipt or certificate, which are incorporated herein by reference.

e) Individual Retirement Accounts: If your account is held as an Individual Retirement Account, your account will be governed, additionally, by the Custodial Agreement which is provided to you at the time you open your Account.

f) Coverdell Education Savings Account: If your account is held as a Coverdell Education Savings Account, your account will be governed, additionally, by the Custodial Agreement for Coverdell Education Savings Accounts which are provided at the time you open your account.

g) Checking Accounts: The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. Providers of check forms we approve are set forth in the Schedule. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We pay checks or other items drawn upon your account in an order determined by us (see Section 7a above), even if paying a

particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices. **Check Copies:** you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Schedule for each requested item and/or for research as applicable. You agree that your duty to examine statements promptly, and your obligation to notify us in the event of any error, is not waived or diminished in any respect by our retention of checks drawn on your Account.

h) Non-Member Check Cashing: You agree that we may impose a fee as set forth in the Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, at our discretion, limit the locations at which we will cash checks written on your Account payable to non-Credit Union account holders (A request that Credit Union cash the check at any other location is not a proper presentment of the check by your specific agreement.) Payees may deposit the checks that you give them into their own account(s) with us in order to receive payment without a fee.

i) Checks you Request from the Credit Union: If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks at our discretion, may be made payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your membership application with us and will be mailed, at our discretion, to the address of record.

j) Temporary Holds and Authorizations for Amounts in Excess of Transactions: To facilitate certain electronic transactions you make we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an “authorized amount” by you and the authorized amount will not be available via your account until after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, **we recommend you not use your debit card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).**

k) Death or Incompetence of Account Owner: We may continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account and allow any other transactions with respect to an Account until we are notified of an Account owner's death or of an adjudication of incompetence, and we have a reasonable opportunity to act upon any such notice. Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving Account holder, once we are notified of a member's death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the deceased Account owner for a period of ten days after the Account owner's death unless we are ordered to stop payment by a person claiming an interest in the Account. We may require any person claiming an interest in the Account to indemnify us against any losses arising out of the payment of any such claim, and this Account Agreement will be binding upon the heirs or legal representatives of any deceased Account owner or any Account owner who is adjudicated incompetent. We may continue to pay dividends or interest on an Account following the death of an Account owner. If any surviving owner on a multi-party account is a member of the Credit Union, we may require that the Account be closed and reopened in the name of that surviving owner.

l) Reopened Accounts: Should your Account be closed at any time or times by withdrawal of the Balance of the Account, and later reopened by you, with the Credit Union's consent, such reopened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new signature card or other Account agreement is signed.

8. Wire Transfers, Automated Clearing House (ACH) and Other Payment Order Transactions.

a) Governing Regulations: If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law which covers transactions made over Fedwire. If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry was made. Other payment orders you make may be governed by Article 4A of the Texas Business & Commerce Code.

b) Notification: Under NACHA Rules we are not required to give you next day notice of the receipt of a wire transfer or ACH entry and we will not do so. However, we will notify you in your Account Statement.

c) Provisional and Final Payment: If we credit your Account for an ACH entry or wire transfer, the credit is provisional until we receive final settlement for the item. If we do not receive final settlement, or if we credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct payment.

d) Identifying Account Numbers: You agree that we can rely upon any identifying or account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary, or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction have a duty to determine whether the number given matches the intended beneficiary or the named financial institution.

e) Interest Payable: Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction, or the dividend or interest rate which we pay on the Account to or from which the funds transfer should have occurred.

f) Security Procedures: You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order which may include signature verification, call back procedures, the use of identifying words or numbers and other identification including but not limited to employee ID badge, valid driver's license, or other photo identification document.

g) Cutoff Times: Transfers received after 4:00 p.m. on each weekday we are open which is not a holiday may be treated as having been received on the next banking day and processed accordingly.

h) General: You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked, in a manner and in time to provide us with a reasonable opportunity to act on it.

9. Collection Items. We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will only credit your account for collection items only after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We charge fees for processing collection items (sending and receiving) as set forth in the Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires

payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.

10. Account Rates and Fees. Fees applicable to all accounts and account services are set forth in the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.

11. Authorized Signature. We will not be liable for refusing any order or item if we believe in good faith that the signature on such order or item is not genuine. We are authorized to honor any Transactions initiated by a third person if you provide your access device or other information to a third person. You agree that if you authorize the use of stamp/facsimile signature, electronic signature, access device or biometric, we will not be liable for honoring any transaction or instrument that appears to bear your stamp/facsimile, electronic signature, or made via access device or biometric even if made by an unauthorized person. You are solely responsible to ensure that you maintain the security and possession of any stamp, other facsimile signature, access device or biometric. You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized signature, electronic signature, or access device or biometric.

12. Signatures. You authorize us to recognize any of the signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the Application. We may recognize facsimile signatures, signatures imprinted by mechanical devices or any authentications, including orders to pay that are received electronically or telephonically. We may accept and pay drafts which are submitted by third parties to whom you have given or otherwise disclosed your account number. You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts which we receive by way of electronic or facsimile transmission including Account Agreements, Requests to Modify Accounts, Loan Agreements, and any other order with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time. You agree that we may maintain copies of account records, including copies maintained electronically, in lieu of any original and that any such copy will be considered an original record for any purpose including admissibility in evidence as an original record before any court or administrative agency.

13. Account Access. a. Authorized User(s). All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. b. Access to Account Information. You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement. If you provide us with an email address(es) you consent that we may send any communications using that email address; and it shall be solely your responsibility to ensure access is limited to those persons you approve of; and your failure to limit access shall be deemed your consent to any such access. c. Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others. You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancings, sales, trades, transfers, exchange or Transactions Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs". This may include account numbers and information necessary to process payments. d. Access to Third Parties. When you give another party access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information. e. Third Parties: To expedite the matters herein for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

14. Powers of Attorney. Texans will only accept durable powers of attorney. Texans will accept a power of attorney in accordance with the provisions of Texas state law. Texans may also refuse acceptance of a power of attorney for the reasons permitted under such law. In the event acceptance of a power of attorney is refused, Texans will provide you written notice of, and explanation for, such refusal within the timeframe designated under law. You agree that we have no obligation to verify the scope, authenticity and/or validity of any power of attorney presented to us. You further agree that we have no duty to inquire as to the use or purpose of any transaction requested or performed by your agent. We will continue to recognize the authority of your agent until we receive your written notice of revocation of your power of attorney, and have had reasonable time to act upon such revocation. You agree to indemnify and hold Texans harmless for its acceptance of any power of attorney that we believe, in good faith, you have authorized.

15. Courtesy Pay, Overdraft, and Overdraft Protection Plan. An overdraft occurs when you make or authorize any transaction that exceeds the Available Balance in any account with us that you access by check, any electronic means, or otherwise that we pay OR if we impose a fee, for any reason, that exceeds the Available Balance in your account(s) OR a deposited item is returned unpaid that exceeds the Available Balance in your account ("Overdraft"). Unless you have an approved overdraft protection agreement with us, you agree not to cause any Overdraft on any of your accounts with us. If we decide not to pay an Overdraft, the transaction shall result in an insufficient funds transaction (an "NSF"). The Credit Union, in its sole discretion, may pay any Overdraft via a courtesy overdraft program called "Courtesy Pay" or otherwise on a case-by-case basis, but has no obligation to do so, or to continue to do so. We may impose a fee as set forth in the Schedule for any Courtesy Pay, Overdraft, or any NSF. You agree to pay to us promptly the amount of the Courtesy Pay or Overdraft as applicable together with the fee pursuant to the Credit Union's policies. The Credit Union has no obligation to notify you of any Courtesy Pay, Overdraft, any NSF, or charge that creates or adds to a negative funds balance in your account(s). You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. Overdraft protection transfers will be in increments which we deem sufficient to pay such item or otherwise remedy the overdraft, together with any service charge we may impose. During any statement period you may not make more than six (6) withdrawals or transfers from your Share Account, Money Market Account to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic (including data transmission) agreement, order or instruction. Overdraft protection transfers from your Regular Share Account, Money Market Account are counted against this limitation. If you exceed that limit, your Account may be subject to closure. **ATM and one-time debit card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types.** However, an overdraft or insufficient funds fee may be charged if you have a negative balance in your account from a check, ACH transaction, recurring transaction, or other type of transaction that is not a one-time point of sale transaction. Consent remains effective until you revoke it or if the debit/ATM card, or overdraft service is terminated by us. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by

us, you agree the terms of any such agreement(s) shall also apply. Each party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other party to such Account. Please note that if an account is "inactive" (no activity for 12 months), it cannot be used to automatically transfer funds to cover an overdraft. Accounts are subject to closure if a negative balance remains after 10 business days. Whether or not the overdrafts will be paid is discretionary and we reserve the right not to pay.

16. Postdated and Stale Dated Drafts. We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee set forth in the Schedule. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. 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, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.**

17. Stop Payment Orders. If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the instrument. You can notify us by mail, telephone, or in person. Any such instruction must be given to a teller, member service representative or branch manager of the Credit Union. After we have had a reasonable opportunity to act upon your SPO, it will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. At its discretion, the Credit Union may require that only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the Schedule. If you give an oral SPO, we have no obligation to honor it. If we do honor an oral stop payment order, which is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us.

If you provide written confirmation, your SPO will be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional written request as described above.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; (4) if you fail to provide us with complete or accurate information; (5) or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You may not stop payment of transactions initiated through the use of an ATM card, debit card or similar device at an ATM or at point of sale. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

Insufficient Funds: You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an NSF item rather than the service charge for a stop payment order.

Cashier's Checks: If you seek to return any cashier's check or like item after it is issued to you or another, then you agree we may treat such items as "lost, stolen or destroyed" under the Uniform Commercial Code and reimbursement may not be made for 91-days from the date issued.

For information concerning your right to stop payment of preauthorized electronic funds transfers, please refer to the Electronic Funds Transfer Disclosures which appear on page 14.

18. Legal Process and Other Adverse Claims. Should we receive any legal process, or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability: (1) refuse to honor orders to pay or withdraw sums from the account(s); and/or (2) hold the Balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction; pay the Balance over to the source of the Process; and/or comply with any specifically applicable laws in addressing the Process. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Schedule.

19. NOTICE OF BINDING ARBITRATION AGREEMENT. You and the Credit Union agree to attempt to informally settle any disputes affecting our accounts which might arise under this Agreement. If that cannot be done, you and the Credit Union agree that any dispute affecting your accounts and/or services and arising out of or relating to this Agreement will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. The place of arbitration shall be Dallas, Texas. FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement, unless expressly agreed to separately as a part of such other agreements or obligations.

20. Statements. If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Account Card. If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

YOUR DUTY TO EXAMINE AND REPORT PROBLEMS: AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING, BUT NOT LIMITED TO, FORGED OR MISSING SIGNATURES AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) RELATED TO YOUR ACCOUNT. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEM, YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR STATEMENT AND REPORT TO US ANY PROBLEM ON OR RELATED TO YOUR STATEMENT. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM THAT: (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED 30 CALENDAR DAYS AFTER WE MAIL THE STATEMENT (OR MAKE THE STATEMENT AVAILABLE) TO YOU; (2) RESULTS FROM A FORGERY, COUNTERFEIT OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS 30-DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.

MEMBERSHIP ACCOUNT AGREEMENT



You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request.

You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

21. Change of Name, Address or Phone Number. You will promptly notify us of any change of address, phone number or your name, including your e-mail or other electronic address by: writing us at P.O. Box 853912, Richardson, TX 75085-3912. If you have accounts on a combined statement, any owner of the first account can change the address or phone number of all accounts included in the combined statement OR if you have a joint account, any owner of the account can change the address or phone number of all members on the accounts at the Credit Union's discretion.

In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Schedule for returned mail and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

22. Inactive or Dormant Accounts. If your account falls below any applicable minimum balance and you have not made any Transactions within the period of time specified in the Schedule, we may classify your account(s) as *inactive*. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set forth in the Schedule.

Per Texas state law, an Account is considered inactive if for more than one year there has not been a debit or credit to the Account because of an act by you or your agent (other than us) and you have not communicated with us. An account is generally only considered *dormant* when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. If an Account is presumed abandoned, we are required to report the abandonment and to pay the funds in the Account to the state of Texas or state of your last known address. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

23. Termination of Account(s) and Service(s). You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions.

If you are delinquent on a loan or have an overdrawn deposit account with us, your electronic access to your account(s) may be restricted or terminated (i.e. mobile banking, debit or ATM card use, Internet home banking, etc.).

You further agree that we can terminate your membership, any account or service for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-Transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any Balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) The physical abuse, assault, or harassment of, or multiple instances of verbal abuse of an employee, an officer, a director, or another member of the credit union, or when you have otherwise been abusive in the conduct of your affairs with the Credit Union; (16) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (17) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; or (18) you use one or more Texans credit or debit cards in a manner we believe is intended to abuse a rewards program.

We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand. **Joint Accounts or Services:** If our application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require: 1) the party to whom the restrictions or termination is applied be removed; the closure of the existing account and opening of a new account absent the affected party; or application of the restrictions to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other

owners or parties. **Residence Outside the U.S., Its Possessions or Territories.** We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so. **Duty to Cooperate.** You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

24. Right of Set Off. You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

25. Status Quo – Collateral Preservation. You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or “freeze” on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner’s filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union’s rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union’s exercise of this right to safeguard or “freeze” funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

26. Statutory and Consensual Liens on Shares. By signing a Member Application or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds (“shares”) in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner’s contributions. This lien secures any account owner’s joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any insufficient funds item; or fees; or costs; or expenses; or any combination or all of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union’s rights are immediate and apply to all accounts.

27. Telephone Requests: Recording Communications and Consent to Communications from the Credit Union. You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any phone call with us may be monitored or recorded by us or our affiliates. By providing telephone number(s) to us, now or at any later time, you consent and agree that our affiliates and designees may contact you regarding your account(s) and services with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages. **It is your responsibility to inform us if you do not wish to receive these communications at your cell phone number.**

28. Information About Your Accounts and About You. We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement and our Privacy Policy; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us.

29. Right to Refuse Instructions/Orders. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections.

30. Miscellaneous. Further, this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Texas, which law together with specifically applicable federal laws govern this Agreement. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices in Texas. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

31. Amendments and Changes. Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, Disclosure, Rate Schedule or Schedule including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law.

32. Single Party Accounts. Under this type of Account ownership, the sole party to the Account owns the Account. If you open a Single Party Account, upon your death and absent any Payable on Death (P.O.D.) designation, ownership of the Account passes as part of your estate under your Will or by intestacy.

33. Multiple Party Accounts. If an Account, other than a Certificate Account, is opened by two or more parties, or if one or more parties are added to a Single Party Account, the Account will be designated as a multiple party Account with right of survivorship. The parties to this type of Account will be referred to as “Owners” or “Joint Owners.” The parties to the Account own the Account in proportion to the parties’ net contributions to the Account. All funds deposited into that Account, including any earnings thereon, shall be owned by you jointly with all others who sign the Account Application, with right of survivorship. We do not have any duty to inquire as to the source of funds deposited to a multiple-party account, or to inquire as to the proposed application of any sum withdrawn from the account, for the purposes of establishing net contributions. On the death of one party to such an Account, all sums in the Account on the date of the death vest in and belong to the surviving party or parties as his or her separate property and estate unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. Payment to any Owner shall be valid and discharge us from any and all liability for such payments. We may accept instructions from any Owner or act at the request of any Owner with regard to any such Account without the joinder of any other Owner, and each Owner authorizes the other to act on his or her behalf with respect to the Account. Any Owner may pledge all of the shares or deposits in the Account to secure any indebtedness owing to us or may designate the Account to provide overdraft protection for any other Account, without the joinder of any other Owner and without regard to his or her interest in the Account. At our option, we may require the consent of all Owners prior to taking any action in connection with an Account. We make no representation concerning the legal consequences or the effect of survivorship rights, including any consequences arising out of the community property laws of any state, and you agree to hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult applicable law or consult with your attorney if you have any question regarding the validity, effectiveness, or fitness of a survivorship designation for any purpose. We may not release any funds to a survivor until all required legal documents are delivered to us. Any Owner may voluntarily remove his or her name from any Multiple Party Account by notification to us in writing. A member opening an Account with us may change or remove the other Owner(s) from any Account, change the form of the Account, or

stop or vary payment under the terms of the Account. At our option, we may require that an Account be closed and a new Account opened in lieu of permitting the removal of any Owner, or we may require the joinder and consent of any Owner prior to acting upon any written notification or instruction to remove the Owner from an Account.

Multiple Party Accounts Without Right of Survivorship. If an Account, other than a Certificate Account, was opened by two or more parties prior to April 1, 2014, or if one or more parties were added to a Single Party Account prior to April 1, 2014, the Account could have been designated as a Multiple-Party Account without right of survivorship. The parties to this type of Account may be referred to as "Owners" or "Joint Owners." The parties to the Account own the Account in proportion to the parties' net contributions to the Account. All funds deposited into that Account including any earnings thereon, shall be owned by you jointly with all others who sign the Account agreement without right of survivorship. We do not have any duty to inquire as to the source of funds deposited to a multiple-party account, or to inquire as to the proposed application of any sum withdrawn from the account, for the purposes of establishing net contributions. On the death of an Owner, the Owner's portion of the Account passes as a part of the Owner's estate under the Owner's will or by intestacy unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. Payment to any party to the Account in accordance with the Account Agreement shall be valid and discharge us from any and all liability for such payments, even upon the death of a party. At our option, we may require the consent of all Owners or their heirs prior to taking any action in connection with an Account. We make no representation concerning the legal consequences or the effect of not designating survivorship rights, including any consequences arising out of community property laws of any state, and you agree to hold us harmless from any loss or liability in connection with the "without right of survivorship" designation. You understand that you should consult applicable law or consult with your attorney if you have any question regarding the validity, effectiveness or fitness of such an account designation. *[Note: A Payable on Death (P.O.D.) designation is not available for a Multiple-Party Account Without Right of Survivorship.]*

34. Payable on Death Designations. A P.O.D. Account is an Account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more P.O.D. payees named in the Application or any signature card executed in connection with the Account. You agree that the persons named as P.O.D. payees in any Account Application or Payable on Death Agreement, whether one or more, are designated as P.O.D. payees. When you name more than one person, your account will be paid pro-rata (e.g. 50/50 if 2 persons listed). During your lifetime, all funds paid into or deposited into the Account designated, including any earnings thereon, shall be owned by you, and payment may be made upon your request, or the request of any party to the Account. If there is more than one Owner, then during your lifetimes the provisions set forth above with regard to Multiple Party Accounts with Right of Survivorship shall control. Upon your death (the death of the last of you to survive), each P.O.D. payee agrees that all such funds shall be owned by the P.O.D. payees surviving with right of survivorship unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. Payment may be made at the request of any named P.O.D. payee then living, and any payment made upon the request of any surviving P.O.D. payee discharges us from any and all liability to that P.O.D. payee and any remaining P.O.D. payees or their heirs, executors and personal representatives. You, your heirs, executors and personal representatives agree to defend, indemnify and hold us harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the Account designated. You understand and agree that a P.O.D. designation shall be ineffective with respect to any account held in an Individual Retirement Account or a multiple party account without right of survivorship. You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original parties to the Account. We make no representation concerning the legal consequences or effect of any P.O.D. designation, and you understand that you should consult with your attorney if you have any question regarding the validity or effectiveness of any such P.O.D. designation for any purpose.

35. Accounts for Trusts. At our option, we may issue shares or accept deposits in the name of a revocable or irrevocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. If you request that we open an Account in the name of a trust, you agree that we are authorized to release the funds in any such Account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend and hold us harmless from any claim, demand, suit or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the trust and any Account established for the trust.

36. Uniform Transfer to Minor Act ("UTMA"). All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UTMA, your rights and duties are governed by that Act. However, since the 50-states provide varying ages for distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; and you wish to direct when distribution may be made, you have instructed and agreed that when the beneficiary reaches the age of 18 in all states, the funds in any UTMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.

37. Minors Accounts. For any account established by a minor, the credit union reserves the right to require the minor account to be a joint or multiple party account with an owner who is at least 18 years of age, who shall be primarily liable to the credit union for any returned item, overdraft, or unpaid charges. Even if there is a joint owner, we may make payments of funds directly to the minor. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. All owners agree that we will automatically change the minor account status to a general membership when the minor reaches the age of majority. All standard account products and services or the continuation of products and services will be available based on eligibility and standard fees will apply as listed in the Disclosures and Deposit Account Disclosure Important Notices and the Texans Fee Schedule.

38. Accounts for Guardianships and Estates. At our option we may issue shares and accept deposits in the name of (a) a ward on whose behalf a Guardianship has been established under applicable law, or (b) the estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Membership Account Agreement and any other Agreement governing any such Account. You agree that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian or estate representative. If we are presented with Letters of Guardianship, Letters of Testamentary or Letters of Administration valid on their face, you agree that we will have no further duty to (a) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative; (b) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Probate Code or other applicable law, (c) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (d) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary or Letters of Administration which are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters which we know to have expired without renewal pursuant to the provisions of the Texas Probate Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check which is presented for payment or to honor any requests for withdrawal of funds from the Account of a ward or an estate until we receive renewed Letters or other order issuing out of a Court of competent jurisdiction.

39. Representative Payee Accounts. At our sole discretion, we may open representative payee accounts. The representative payee agrees to be bound by the terms of the Account Agreements and to furnish us, upon request, a copy of the written SSA authorization designating the representative

payee and such other documents and authorizations as we may deem necessary or appropriate. In opening a representative payee account, the Credit Union acts only as a depository for the Beneficiary's SSA or SSI funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative payee.

40. Club Accounts. The Credit Union may offer club plan account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the Balance in your account by depositing the Balance into any account designated by you, or by such other means set forth in the Schedule, as applicable. If paid electronically, this payment is deemed a pre-authorized transfer. If you withdraw funds during a period, we may require you to withdraw the entire Balance and not allow additional deposits until the following club period.

41. Electronic Records. You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

42. "Email" and Facsimile Communications. You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time. The Credit Union may not immediately receive e-mail communications that you send. If you provide us with an email address(es) in your Membership Card or other documents you consent that we may use that email address to communicate with you regarding your accounts, loans, services or other matters including notices we may otherwise send via regular mail. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.

43. Liability; Disputes and Costs and/or Fees.

General Limitations on Credit Union Liability: We are not liable to you for any loss caused by an event beyond our reasonable control, including circumstances that prevent or delay us in performing our obligations with regard to any transaction, such as acting on a payment order, crediting any funds transfer to your Account(s), processing an item or crediting your Account(s). Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions including any risk of loss to the Credit Union; a legal constraint or governmental action or inaction; strike or stoppage of labor; power failure; the breakdown or failure of our equipment for any reason; the breakdown of any communication or transmission facilities, any mail or courier service; suspension of payments by another party; data breaches of third party service provider or any matter resulting in whole or part from your act, omission, negligence or fault. The Credit Union has no liability whatsoever for any transaction using a debit card which: (1) we have not issued; or (2) is issued by another party with whom we have no written agreement.

If your account is subject to any legal or governmental action ("action") we may pay out funds from your account according to that action or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all such actions are secondary to our security interest and statutory lien rights as set forth herein. You understand and agree that you will be charged a research fee for any time spent by our employees (or any affiliated person or organization) addressing: 1) any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your accounts or for information concerning you or the accounts; or 2) any claim made by you for any transaction that is determined to be authorized.

If you or any representative or purported representative submits to us any instructions or requests ("instruction") based on a legal document including but not limited to a Court Order, Appointment or Trust you agree we may not honor such instruction until such time as we are satisfied of the legality and/or authenticity of the instruction.

If there is a dispute between any person(s) and/or private or government organization over an accounts, or we are uncertain who is entitled to access an account or the funds in an account ("disputes"), you agree that we may hold the funds in the account and may not release the funds in the account until all persons or organizations that may claim an interest in the accounts/funds agree in a writing that meets our requirements addressing what should be done with the accounts and/or the funds; or until we receive a court order instructing us what to do. You understand and agree that such a hold is beneficial to both you and us to ensure that only persons who or organizations that are entitled to access the account and/or the funds in the account obtains access thereto.

To protect your and our interests with any "claim," "dispute," or "instruction" if we need to seek legal or other professional advice to review or assess any actions or other claims that affect your accounts; or to bring any legal action to protect the rights addressed in this Agreement, you agree to pay all costs and expenses, including reasonable attorney fees and court costs, incurred by us. You further agree that all such costs and expenses may be deducted from your accounts, and that you will be responsible for any additional amount owed according to the terms of this Agreement. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an accounts or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

You will make all third persons including but not limited to attorneys in fact; representative payees; and trustees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account; and you and they agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the third person.

44. Third-Party Documents. From time to time you may present us with certain documents to which the Credit Union is not a party (examples include but are not limited to: trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc.). The Credit Union may require such documents for a purpose such as proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not in any way imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

TRUTH-IN-SAVINGS DISCLOSURES – SHARE AND CHECKING ACCOUNTS

1. Definitions: (a) Annual Percentage Yield ("APY"). The APY is a percentage rate reflecting the total amount of dividends or interest paid on an Account, based on the dividend or interest rate and the frequency of compounding for a 365 day period. (b) Dividend Rate. The dividend rate is the declared or prospective annual dividend rate paid on an Account, which does not reflect compounding.

2. Rate Information: The dividend rate and APY on your Share Accounts, Dividend Bearing Checking Accounts and Money Market Accounts are set forth in the Truth-in-Savings Act Rate Schedule ("Rate Schedule") provided with this Agreement. The dividend rate and APY may change each dividend period as determined by the Credit Union's Board of Directors. The dividend rate and APY for your Share Accounts, Dividend Bearing Checking Accounts, and Money Market Accounts set forth on the Schedule reflect the prospective dividend rate and APY which the Credit Union anticipates it will pay for the current dividend period.

3. Compounding and Crediting: Dividends on all Share Accounts, Dividend Bearing Checking Accounts, and Money Market Accounts will be compounded and will be credited monthly as disclosed in the Rate Schedule. The Dividend Period ("Period") for each of your accounts is the calendar month. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you will receive dividends accrued through the date prior to the date of withdrawal.

4. Balance Information: Any minimum deposit to open an account and to earn the APY stated for your account is set forth in the Rate Schedule. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day. If you fail to maintain the minimum balance required to earn the dividend rate and APY for any account as set forth in the Rate Schedule, then you will not earn the dividend rate and APY for the day in which you do not meet this requirement. The minimum average daily balance or daily balance you must maintain to avoid service fees are set forth in the Schedule. The average daily balance is calculated by adding the Balance in your account for each day of the Period and dividing that figure by the number of days in the Period.

5. Accrual of Dividends: Dividends will begin to accrue on the business day that cash and noncash items (e.g. checks) are deposited to your account. Accounts converted from non-dividend to dividend bearing accounts will begin to accrue dividends no later than business day after the account is converted.

6. Transaction Limitations for All Share Savings Accounts: Limitations are set forth in the first Section of this Agreement entitled "Membership, Accounts and Account Services Agreement." **Additional Limitations for IRA Savings Accounts:** You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account. **Additional Limitations for Share Savings Accounts:** A membership share may not be withdrawn unless membership in the credit union is terminated.

7. Bonuses: (a) Savar Kids Club member accounts: Available to members ages 0 to 10 years (referred to as the child.) Once the account is open, the Savar Kids Club member may participate each time a deposit is made to the account. The child will receive two stamps on their stamp card each time they make a deposit in person (does not include deposits by mail or ATM). If the parent makes a deposit to the account when the child is not present, the card will only be stamped once. Once a prize line on the card is filled up and a prize star is reached, it may be redeemed to earn a prize. There are three separate prize levels. (Prizes include yo-yos, pens, puzzles, small games and other items which are generally of a value not exceeding \$7.00.) (b) All other accounts. From time to time Texans Credit Union may offer cash or non-cash premiums, gifts, awards or other consideration in exchange for opening, maintaining, renewing or increasing an account. The bonus amount and the requirements to obtain such bonuses may vary at our discretion and will be disclosed to you at the time the account is opened. If the value of any bonuses paid to you exceeds \$10.00, the fair market value of the bonus will be taxable to you and will be reported as earnings on the account that is opened.

TRUTH-IN-SAVINGS DISCLOSURES – TERM SHARE CERTIFICATE ACCOUNTS (Share Certificate, IRA and CESA Certificate Accounts)

1. Rate Information: The interest rate and APY on your account are stated in the Rate Schedule and/or your Term Share Certificate. The APY reflects the interest to be paid on your account based on the interest rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate, Fixed Rate IRA Certificate Accounts and Fixed Rate CESA Certificate Accounts the interest rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate and Variable Rate IRA Certificate Accounts the interest rate and APY are variable and may change each interest period based on the determination of the Credit Union's board of directors. The APY assumes that interest will remain on deposit until maturity. Any withdrawals will reduce your earnings. **See Section 9 below regarding changes in terms and changes upon maturity.**

2. Compounding and Crediting: Interest will be compounded and credited monthly. Interest earned on a Certificate may remain in the Account until maturity, or at your option, may be paid monthly into your Share, Checking, or Money Market Account without penalty. If your Certificate is held in an IRA, interest earned on the Certificate may remain in the Account, or at your option, may be paid monthly into your IRA Share Account. The interest payment method on a Certificate may be designated or changed only when the Certificate is purchased or renewed. The period begins on the first calendar day of the period and ends on the last calendar day of the period. At the end of any month, if you elect to have interest retained in the Account rather than paid into another eligible account, any subsequent withdrawal of interest will be subject to early redemption penalties.

3. Minimum Balance Requirements: The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Disclosure. There is a minimum balance that needs to remain on deposit to earn the annual percentage yield and avoid account closure as stated in the Disclosure.

4. Balance Computation Information: "Daily Balance Method" Interest is calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.

5. Accrual of Interest: Interest will begin to accrue on the business day that cash and noncash items (e.g. checks) are deposited to your account. Once dividends are credited to a certificate account, it becomes principal. If you close your Certificate account before any interest is credited, you will receive accrued but uncredited or unpaid interest.

6. Transaction Limitations: In addition to any other applicable limitations described in this Agreement, after a Term Account is opened, you may not make deposits into the account before maturity. After an IRA Certificate Account is opened, you may make additional deposits into the account before maturity; however, your deposits may not exceed the maximum allowed pursuant to applicable law in any single calendar year. You may not make withdrawals of interest from your account before maturity unless at account opening you arrange for interest payments, if allowed by the Credit Union. Certificates are non-transferable except for use as collateral for a loan, at our option, or as otherwise permitted by regulations of the Federal Reserve Board.

7. Maturity Date: Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Unions provides to you.

8. Early Withdrawal Penalties – All Certificate Accounts: You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty and a service charge as stated in the Disclosure. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, the penalty on a 91 day Certificate will equal 30 days' interest on the amount withdrawn. The penalty on a 182 day Certificate will equal 60 days' interest on the amount withdrawn. The penalty on a Certificate with a term of 12 months or longer will equal 180 days' interest on the amount withdrawn. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law. **Individual Retirement Account (IRA) Certificates of Deposit.** If you are over age 70 1/2, we will allow you to make premature full or partial IRA Certificate withdrawals without penalty or service charge if the withdrawal is a distribution from the IRA to you.

9. Renewal Policy: Your certificate account will automatically renew at maturity for a like term at the interest rate and APY then in effect. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice, not less than 15 days prior to the maturity date, that the account will not be renewed. In the event that the Certificate is not renewed, funds in the Account on the maturity date will be paid into the Account you have designated on the Certificate. If you have designated the Certificate Account as your Interest Payment Account, funds in the Account will be paid into your regular Share (Savings) Account. The rate of earnings for any renewal terms shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date. We reserve the right to change the terms/rates upon provision of any notice specifically required by applicable law. Such changes will be effective immediately if specific law does not require prior notice.

10. Partial Withdrawal: You may make early withdrawals of principal, in whole or in part. The minimum amount of each principal withdrawal you may make prior to maturity is \$1,000.00. We may impose a penalty if you withdraw any of the principal funds before the maturity date. Penalties will be imposed only on the amount withdrawn, provided that the Certificate balance remains at or above its minimum purchase requirement. Individual Retirement Account (IRA) Certificates of Deposit. If you are over age 70 1/2, we will allow you to make premature full or partial IRA Certificate withdrawals (can be less than \$1,000) without penalty or service charge if the withdrawal is a distribution from the IRA to you.

11. Certificates of Deposit - Additional Disclosures: Each type of Certificate of Deposit (a "Certificate") is the savings of a member accepted by agreement for specific amounts, for specific periods of time, at agreed rates of interest. Interest rates for all Certificates are established weekly based on government securities with like terms. When you purchase a Certificate, the interest rate is fixed at the time of purchase until the Certificate reaches maturity. The interest rates and APY on Certificates are set forth in our Truth-In-Savings Rate Schedule and are accurate as of the date set forth on the Rate Schedule. Please call the Credit Union at the telephone number appearing on the Rate Schedule to obtain current rate information.

TRUTH-IN-SAVINGS DISCLOSURES – COMMON FEATURES OF ALL ACCOUNTS

- 1. Nature of Dividends:** The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Rate Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.
- 2. National Credit Union Share Insurance Fund:** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
- 3. Limitations on Maximum Shares Held by One Member:** The Credit Union's Board of Directors may limit the maximum amount of shares one member may hold by resolution, which they may set or change from time to time.
- 4. Transfer and Assignment:** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE. The Credit Union may, use any of the funds in this Account to repay any debt due it from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.
- 5. Fees and Charges:** The fees and charges set forth in the Schedule may be assessed against your account(s). You authorize us to charge any account for any such fees or charges assessed without notice to you.
- 6. Bylaw Requirements:** An applicant eligible for membership may be admitted to membership under the procedures set forth in our Bylaws, and the applicant shall become a member and be entitled to the rights and privileges of a member upon establishing the minimum initial share balance of \$5.00. Members whose notes are defaulted and charged off as a loss automatically forfeit membership when their shares are applied toward the loan balance.
- 7. Par Value Requirements:** The Par Value of a membership share, which must be fully paid to become a member or maintain membership or to receive and maintain any accounts or services with us is \$5.00. The sum of your membership share shall be paid into and retained in your share savings account. We may sweep funds from other share account(s) at Texans to maintain the minimum par value requirements in your share savings account.
- 8. Transaction Limitation on All Accounts:** No member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

ELECTRONIC FUNDS TRANSFER SERVICES AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at Texans Credit Union (Credit Union). The following set forth your and our rights and responsibilities concerning the transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Credit Union. Additional disclosures may be furnished to you from time to time and at the time you arrange for any of these Services with us.

Unless otherwise specified, the term "Service" refers to all Electronic Funds Transfer Services we may offer including electronic payments, transfers, telephonic transfers and online banking, mobile and text transactions. The term "Card" refers to the Texans ATM Card, Texans Debit Card, and the Texans Debit BusinessCard®. The term Mastercard refers to Mastercard® International, Incorporated. If a Card is issued to you or if you arrange for a Service, you agree that the use of any such Card or Service will be governed by the terms of your Deposit Agreement, this Agreement and any additional terms, conditions or disclosures provided to you when a Card is issued or a Service is provided.

Note to Business Account Holders. The following disclosures are provided pursuant to the Electronic Fund Transfer Act and Federal Reserve Board Regulation E. The Act and Regulation do not apply to Business Accounts. As a result, certain disclosures which appear below will not apply to electronic fund transfers made to or from Business Accounts. Please refer to the Special Rules for Business Accounts which appears below.

GENERAL PROVISIONS

Security. You may be issued a Password or a personal identification number (PIN) in connection with services which you request from time to time. You agree to keep your PIN and Cards issued to you in a safe place, to refrain from disclosing your PIN to any third parties, and to refrain from writing your PIN or on your Card. You agree that the use of your PIN or any Card issued to you, whether by you, any other applicant, any Owner on any of your Accounts which may be accessed by the Card or PIN, anyone you permit or authorize to use your Card or PIN, or anyone to whom you disclose your PIN shall be an authorized user for which you shall be liable. You will be responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft.

Using your Texans Login ID and PIN or Password to subscribe to the Texans Online Banking/Mobile/Text or Texans Account Access Information Line Services will enable you to access Credit Union Products and Services if you choose. It is extremely important for you to safeguard the security of your Texans Login ID, PIN or Password since anyone to whom you disclose your Login ID or PIN will have the ability to register for Texans Online Banking or Texans Account Access Information Line using your Login ID, PIN or Password and obtain access to your Accounts and other Texans services for which you have subscribed, and may make application for additional products or services in your name.

FEES AND CHARGES

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

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any 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 surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry. Credit Union may charge you a fee for using a non-Credit Union machine as set forth in the Fee Schedule.

TRANSFER TYPES AND LIMITS

Unless otherwise noted below, the term "Accounts" in this section refers to all Share, Checking, Money Market Accounts and Lines of Credit. For any of the transfer types listed below, in addition to the limits on transfers which apply to each separate transfer type, you must have an Available Balance in your account, including overdraft protection and courtesy pay protection if applicable, that is sufficient to cover the transfer.

LIMITS ON TRANSFERS FOR ALL SERVICES. See paragraph 13 below for important additional limitations on transfers from your Share and Money Market Accounts.

1. Texans ATM Card.

(a) ATM Networks. You may make the following types of transfers using your Texans ATM Card and your PIN: cash withdrawals, transfer funds between accounts, find out account balances and make deposits. Some of these services may not be available at all ATMS.

LIMITS ON TRANSFERS. You may make up to an aggregate of ten (10) transactions from Accounts within a 24-hour period. The maximum aggregate amount of withdrawals that you may make within a 24-hour period is \$500, whether you use the Texans ATM Network or other ATM Networks displaying the logos on the back of your card. These limits do not apply to deposits and transfers between Accounts.

(b) Point-of-Sale (POS) Networks in Which Texans Credit Union Participates.

Pay for purchases or services from your Primary Account at places that have agreed to accept the Card.

LIMITS ON TRANSFERS. You may make up to an aggregate of ten (10) transactions from Accounts within a 24-hour period using the Texans ATM Card. You may only access your primary account with point of sale transactions.

2. Texans Debit Cards/Debit BusinessCards. In addition to the transfers listed in section 1 (a) and (b); you may make the following types of transfers using your Texans Debit Card or Debit BusinessCard. This card can be used to purchase goods and services from merchants who have agreed to accept your cards as a means of payment. Purchases made with your card are referred to as point of sale transactions. This card can be used in ATM machines displaying the logos on the back of your card. This card can be used to obtain cash at places that have agreed to accept the Card, if the merchant permits you to do so.

LIMITS ON TRANSFERS. Using your Texans Debit Card, you are limited to \$2,500 in point of sale transactions and remote purchases (e.g., internet purchases, phone purchases, etc.) within a 24-hour period as long as the purchases or withdrawals do not exceed the Available Balance in your Account at the time of the transaction, unless you have opted in to courtesy pay or overdraft protection. You may make up to an aggregate of twenty (20) transactions from accounts within a 24-hour period. There may be additional limits imposed by the merchant or by the owner of ATMs which you use. You may only access your primary account with the Texans Debit Card.

Using your Texans Debit Business Card, you are limited to \$5,000 in point of sale transactions and remote purchases (e.g., internet purchases, phone purchases, etc.) within a 24-hour period as long as the purchases or withdrawals do not exceed the Available Balance in your Account at the time of the transaction. You may make up to an aggregate of nine (9) transactions from accounts within a 24-hour period. There may be additional limits imposed by the merchant or by the owner of ATMs which you use. You may only access your primary account with point of sale transactions. Debit card spending limits for Business Accounts may be imposed from time to time.

3. Account Access Information Line Service. You may make the following transactions with a Touchtone® Telephone using your Member Number and PIN: find out Account balances, transfer funds between Accounts (including Cross Account transfers) and Account history inquiries.

Not available for Business Accounts other than Sole Proprietorship Accounts. Account transfers to or from Business Accounts, other than Sole Proprietorship Accounts, are only available to and from other designated Business Accounts.

4. Texans Online Banking Service. You connect to Online Banking from our website: www.Texanscu.org, by entering your Credit Union member number and your password. You must then accept any additional agreements and/or disclosures and select a new user ID and password and register/enroll your Access Device. Monetary transfers from share savings and Money Market accounts via *Account Access Information Line* and Online Banking and Mobile Banking are included, under Regulation D, as part of the six allowed transfers per month. You may make the following types of transfers on the Online Banking Services web site with credit union setup, using your Login ID and your password or other access device: find out Account balances, Account history inquiries, and transfer funds between Accounts (including Cross Account transfers). If you do not sign in to the Service or have not scheduled bill payments through the Services for 90 days or more, we may cancel your Service without further notice.

5. Transfer to External Account (via Texans Online Banking). When you use the external transfer service through Cash Edge, you may make transfers to and from accounts in your name held at external financial institutions. External transfers are limited to \$2,000 per day (inclusive of outstanding transactions). You may only transfer \$5,000 per rolling 30 days per member. The rolling 30 days includes all transfers scheduled to process during the next 30 days (including the current day). A transfer can take between 3-4 banking days to process. A scheduled transfer must be completed prior to initiating a new transfer if the dollar amount of one or more back-to-back scheduled transfers exceeds the daily and outstanding transfer limits. If "back to back" transfers that exceed the daily and outstanding transfer limits are scheduled all transfers after the limit has been met will automatically be cancelled. A fee may be assessed for each transfer performed through this service, see the Texans Fee Schedule.

6. Texans Mobile Banking Service. After logging in from your Access Device you may make the following types of transfers on the Mobile Banking Service: find out Account balances, Account history inquiries and transfer funds between Accounts (including Cross Account transfers). You can enroll in Online Banking Service and Bill Pay from your Access Device and set up new payees in Bill Pay.

7. Texans Text Banking Service. You may make the following types of transfers on the Text Banking Service: find out Account balances, view the five most recent transactions on the primary account, transfer between the primary account and the transfer account you have registered, receive certain transaction or balance alerts and un-enroll in the Text Banking Service.

8. Bill Paying Service. You may arrange to have bills paid from your Checking Account through the Texans Bill Paying Service from time to time. Your contractual arrangement with those Bill Paying Services may provide for additional terms, conditions, disclosures and limitations. These services are not available on Travel Checking, Share, Travel Share, and Money Market Accounts. A fee may be assessed for each bill payment performed through this service, see Schedule. If you do not sign in to the Service or have not scheduled bill payments through the Services for 90 days or more, we may cancel your Service without further notice.

9. Pre-Authorized Deposits and Payments. Depending upon the arrangement you authorize through your employer or other sources the following services may be available to you:

- Direct deposits of your payroll or other recurring types of deposits to your Share or Checking Accounts
- Pre-authorized payment of certain types of recurring payments from your Checking Accounts
- Pre-authorized payment of single entry ACH "TEL" telephone payments from your Checking Accounts

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.

10. Electronic Check Conversions and Other Payment Transfers. A Check Conversion transfer is where a merchant or other payee uses a check that you have written to create an electronic transfer from your account. The merchant may either keep the check you wrote or return it to you. The merchant may electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic funds transfer.

11. ACH & Wire Transfers. You may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. We may accept on your behalf, payments to your account that have been submitted by Fed Wire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Funds Transfers through Fed wire. Whenever an ACH is used as part of a transaction that does not involve Fed wire, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account.

12. Remittance Transfers. The term remittance transfer typically describes a transaction where a consumer sends funds to an individual in another country. Remittance transfers could consist of an international wire transfer, an international ACH transaction, a prepaid card, or a foreign draft. See special requirements "To Cancel a Remittance Transfer" and "Errors on Remittance Transfers" below.

13. Important Information Regarding Restrictions on Transfers from Your Texans Share and Money Market Accounts. Under government regulations which apply to your Share and Money Market Accounts, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from your Share or Money Market Accounts, per calendar month or statement cycle to another Account of yours at the credit union or to a third party by means of a check, draft, debit card, pre-authorized or automatic transfer (including overdraft protection), or telephonic agreement, order or instruction (including transfers by personal computer or other data transmission) Withdrawals by mail, messenger, ATM or in person, and transfers to make payments on your loans with us are not included in this limitation. However, transfers to make payments on loans which your family members may have with us are counted against this transaction limitation. If you exceed the number of transactions permitted, a fee will be assessed for each transaction in excess of the regulatory limit; please see the Texans Fee schedule for applicable fees. Your Account may also be subject to closure.

IMPORTANT INFORMATION ABOUT YOUR ATM OR DEBIT CARD

1. Authorizations. Most merchants ask us to authorize your purchase. We may authorize or refuse to authorize a transaction based on the authorization request, because some merchants (such as "pay at the pump" for fuel) request authorization for an amount that is unrelated to the actual amount of the purchase.

2. Hold. When we give authorization to a merchant, we will reserve or place a hold on funds in your account, generally for 2 business days, to pay for your purchase. There are times – for example, at a restaurant or for gas purchases, car rental or hotel – that merchants won't know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain even after your purchase amount is paid from your account. The purchase amount will be paid from your account whenever the merchant sends it to us, even if that is after the hold has expired.

3. Overdrafts. No withdrawals shall be made from any of your Accounts through the use of a Card or PIN which exceed the Available Balance in your Account or, if applicable, which exceed the balance of any draw accounts available for overdraft protection. You agree that your use of the Card and PIN shall be subject to the Overdraft, Overdraft Protection and Courtesy Pay provisions set forth in the Deposit Agreement. In the event that your use of a Card or PIN exceeds the balance of any draw account balances, you authorize us to pay the amount by which your draw account balance was exceeded from any Account with us in which you have an ownership interest.

We will not pay overdrafts for consumer ATM and everyday debit card transactions with Courtesy Pay unless we obtain your affirmative consent to do so. However, an overdraft or insufficient funds fee may be charged if you have a negative balance in your account from a check, ACH transaction, recurring transaction, or other type of transaction that is not a one-time point of sale transaction.

If we receive an opt-in from you (signifying your affirmative consent), your Debit card may allow you to access Courtesy Pay on your checking account subject to the limits we have established. Consent remains effective until you revoke it or if the Debit card, or Courtesy Pay service is terminated by us. You agree to repay any overdraft and any overdraft fees or Courtesy Pay fees caused by using your card. The opt-in feature does not apply to Business Accounts.

Unless stated on the screen of the ATM, a sign near the ATM, and/or your transaction receipt, your stated Available Balance does not include this overdraft protection. You understand that even if you check your Available Balance immediately prior to using your card, items such as checks you have written or recent credit/debit activities may not yet have been posted to your Account. You may also, for example, have sufficient funds to use your card, but still cause an overdraft on a transaction that had not yet been processed. If you want to avoid an overdraft, you agree to reconcile your Account by checking your periodic statements and any outstanding unpaid items before using your card.

4. Our Right to Refuse Transactions. We can refuse to authorize any transaction when your Card has been reported lost or stolen or when we reasonably believe there is potentially fraudulent, suspicious, or illegal activity on your account.

5. Additional Charges for Transactions in a Foreign Currency and Cross-Border Transactions. If you effect or authorize a transaction with your Texans Debit Card or Debit BusinessCard in a currency other than U.S. dollars, Mastercard will convert the charge into a U.S. dollar amount. Mastercard will use its currency conversion procedure, which is disclosed to institutions that issue Mastercard cards. Currently the currency conversion rate used by Mastercard to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Mastercard from the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by Mastercard. The currency conversion rate used by Mastercard on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. In addition, Mastercard charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic statement. The Currency Conversion Fee, if it applies to the transaction, may be included in the transaction amount posted on your statement.

6. Surrender and Cancellation. If a Card is issued to you, you agree to surrender the Card to us upon demand. You agree that all Cards shall at all times remain our property, and that we may amend or cancel this Agreement or any Service at any time, subject to such notice required by applicable law.

7. SECURITY INTEREST. IF YOU REQUEST THAT WE ISSUE A CARD TO YOU, AND IF YOUR CARD MAY BE USED TO ACCESS YOUR CREDIT LINE WITH US BY WAY OF OVERDRAFT PROTECTION ADVANCES OR OTHERWISE, A SECURITY INTEREST IN YOUR ACCOUNTS WITH US IS A CONDITION TO THE ISSUANCE OF THE CARD. IN THAT EVENT, YOU GRANT US A SECURITY INTEREST IN ALL ACCOUNTS WITH US IN WHICH YOU HAVE AN INTEREST NOW OR IN THE FUTURE TO SECURE ALL ADVANCES MADE UNDER YOUR CREDIT LINE, WHETHER DIRECTLY OR INDIRECTLY, THROUGH THE USE OF YOUR CARD. YOU AUTHORIZE US TO APPLY FUNDS IN YOUR ACCOUNTS TO PAY AMOUNTS DUE UNDER YOUR CREDIT LINE IF YOU ARE IN DEFAULT. YOU ARE NOT GIVING US A SECURITY INTEREST IN ANY ACCOUNT, INCLUDING YOUR IRA, WHICH WOULD LOSE SPECIAL TAX TREATMENT IF GIVEN AS SECURITY.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Lost or stolen card or PIN: Reporting Unauthorized Electronic Transfers.

Tell us AT ONCE if you believe your Card, your card number or PIN has been lost or stolen 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 funds in a line of credit or deposit account linked to your card or as part of an overdraft protection).

Your Liability for Transactions Covered by Regulation E.

Tell us AT ONCE if you believe your card, your card number or your PIN has been lost or stolen, or if you believe that an electronic funds 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 of the money in your account (plus funds in a line of credit or deposit account linked to your card or as part of an overdraft protection). You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Special Notice to Mastercard Debit Cardholders. If there is an unauthorized transaction on your consumer Mastercard Debit Card for purchases made in the store, over the phone, online or via a mobile device or ATM transactions then your liability may be zero (\$0.00) if you notify us promptly. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, and based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

The above zero liability limitation applies if (a) you have exercised reasonable care in safeguarding the card from risk of loss or theft and (b) upon becoming aware of the loss or theft, report the loss or theft to us within two business days after you learn of the loss or theft of your card, your card number or your PIN.

If Zero Liability does not apply and you tell us within two business days after you learn of the loss or theft of your card, your card number or your PIN, you can lose no more than \$50 if someone used your card, your card number or your PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card, your card number or your PIN, and the Credit Union can prove it could have stopped someone from using your card, your card number or your PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. **Note: See Special Rules for Business Accounts for Business Account liability.**

CONTACT IN THE EVENT OF AN UNAUTHORIZED TRANSFER

If you believe your Card, card number, or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call 972.348.2000 or write:

Texans Credit Union
P.O. Box 853912
Richardson, Texas 75085-3912
ATTN: Payment Services

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission or for unauthorized transfers involving Texans Online Banking/Mobile/Text Services.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic transfers, call 972.348.2000 or write:

Texans Credit Union
P.O. Box 853912
Richardson, Texas 75085-3912
ATTN: Payment Services

as soon as you can, if you think your statement or receipt is wrong, if you think that someone has transferred or may transfer money from your account without your permission, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

(a) Tell us your name and account number (if any).

(b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(c) Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error within one (1) business day after determining that an error occurred. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this,

MEMBERSHIP ACCOUNT AGREEMENT

we will credit your account within 10 business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with 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 your account was opened less than 30 days prior to the date of the suspected error, the 10-business-day period is extended to 20 business days. If your account was opened less than 30 days prior to the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 business days. If we do so and do not receive it within 10 business days, we may not credit your account.

We will correct the error, if any, within one (1) business day after determining that an error occurred. We will tell you the results within 3 business days after completing our investigation (including, if applicable, notice that a provisional credit has been made final). 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 there is an error on an electronic transfer made through an electronic bill paying service, contact your electronic bill paying service directly for error resolutions.

For errors about electronic transfers through Texans Online Banking/Mobile/Text or Bill Payment or Texans Account Access Information Line Services please refer to the Terms, Conditions and Disclosures provided in connection with those Services. The time periods for investigating and responding to complaints or questions, and for crediting your Account, do not apply to Business Accounts.

ERRORS ON REMITTANCE TRANSFERS

If you think there has been an error or problem with your remittance transfer, call 972.348.2000 or write:

Texans Credit Union
P.O. Box 853912
Richardson, Texas 75085-3912
ATTN: Payment Services - Wires

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (1) Your name and address (or telephone number); (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) The dollar amount of the transfer; and (5) The confirmation code or number of the transaction. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. 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 any documents we used in our investigation.

Please note that in the event you provide an incorrect account number or institutional identifying number, and we are not able to recover the funds, you may lose the amount of the payment order.

OUR BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Holidays which we observe are not included.

DISCLOSURE OF ACCOUNT INFORMATION

We will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers, or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.

DOCUMENTATION

- 1. Terminal transfers.** You can get a receipt at the time you make any transfer to or from your Account using one of our Texans ATMs, other ATMs in networks in which we participate, and at the time you make any transfer from your Account using Point-of-Sale terminals in networks in which we participate.
- 2. Preauthorized credits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can log into Texans Online Banking Services at www.Texanscu.org or call us at 972.348.2000, to find out whether or not the deposit has been made.
- 3. Periodic statements.** You will get a monthly statement for any Account that has an electronic fund transfer during the month. If there are no transfers in a particular month, you will get the statement at least quarterly.

STOPPING PAYMENT

1. Unless otherwise addressed in the Terms, Conditions and Disclosures you receive when you arrange for a Service, you acknowledge and agree that you may not stop payment of any transaction initiated through your use of a Card or your PIN.
2. If you have arranged in advance to have pre-authorized regular payments made from your Account, you can stop any of these payments. If you wish to stop a single pre-authorized payment, call 972.348.2000 or write:

Texans Credit Union
P.O. Box 853912
Richardson, Texas 75085-3912
ATTN: Payment Services

in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing or complete an ACH Stop Payment Form and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give as set out in the Fee Schedule. For preauthorized payments through Texans Online Banking Services and Funds Transfer Service, see the Terms, Conditions, and Disclosures provided in connection with those Services. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item.

3. If you wish to stop a series of pre-authorized payments to be made to the same person or company over a period of time, you must first contact the payee who was to receive the payments, requesting that the payments be discontinued. Then, call or write to us at the address above in time for us to receive your request three business days or more before the next payment is scheduled to be made. We will then stop all future payments to that payee. We will require you to complete an ACH Stop Payment Form or a Sworn Statement of Unauthorized ACH Debit and submit it to us prior to the next scheduled debit. We may also require a copy of the notice that you sent to the payee who was to receive the pre-authorized payments, requesting that the payments be discontinued. A stop payment fee may be charged for this service; refer to the Fee Schedule.

4. Texans Online Banking/Mobile/Text Banking and Bill Pay Service. In view of the immediate posting of Online Banking/Mobile/Text Banking transactions, you may not stop payment on any Online Banking/Mobile/Text Banking transaction. However you may stop payment on a Bill Payment transaction if the payment has not yet begun processing. Simply select the Bill Pay link and cancel the appropriate payment.

MEMBERSHIP ACCOUNT AGREEMENT



5. Liability for failure to stop payment of transfers. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, the liability of the Credit Union is liable for your losses or damages. In addition the Credit Union is not liable:

1. If there is a terminal or equipment failure.
2. If circumstances beyond our control (such as fire or flood) prevent the transfer, and we have taken reasonable precaution to avoid such circumstances.
3. Our failure to stop payment resulted in payment on your behalf of a debt for which you were actually liable and you thereby received the benefit of our payment. See the Special Rules for Business Accounts below for information concerning our liability in connection with transfers to and from Business Accounts.

TO CANCEL A REMITTANCE TRANSFER

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. To cancel, you must contact us at 972.348.2000

or for additional information go to
<http://www.texanscu.org/home/services/convenience/wiretrans>

within 30 minutes of payment for the transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

OUR LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable in the following instances:

1. General.

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the funds are subject to legal process or other encumbrances restricting such transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you do not obtain confirmation at the time you initiate a transfer or payment.

2. ATM Card, Debit Card or BusinessDebit Card.

- If the transfer would go over the credit limit on your Texans Line of Credit.
- 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 breakdown when you started the transfer.

3. Account Access Information Line Service.

- If there is a terminal or equipment failure.

4. ACH Transactions.

- If you have not given us complete, accurate, or current account numbers or other identifying information so that we or a merchant institution can properly process your request.
- If your account at another financial institution that you have requested the Credit Union to draw funds from has an insufficient balance, stop payment, or some other encumbrance at the time of the transaction to prevent the Credit Union from completing the transaction.
- If another financial institution that you have requested the Credit Union to draw funds from does not promptly or properly process your transaction within the guidelines of the Electronic Payments Network or the National Automated Clearing House Association.
- If the transaction utilized a debit card which: (1) we have not issued; or (2) is issued by another party with whom we have no written agreement.

5. Texans Online Banking/Mobile/Text Banking Services and Texans Bill Pay Service.

- Terminal or equipment failure.
- If your equipment, device, Texans Online Banking Services, Texans Mobile Banking Services, Texans Text Banking Services or any communications link is not working properly and you knew about, or had been advised by us about the malfunction before you executed the transaction.
- If you have not properly followed the Texans Online Banking//Mobile/Text Banking Service or Bill Pay Service instructions or have provided us with wrong or inaccurate information.
- If you fail to notify us of any inaccuracy in any merchant list that has been set up on your account.
- If you receive notice from a merchant or institution that any payment you have made through Texans Online Banking/Mobile Banking Service and the Bill Pay Service remains unpaid, and you fail to notify us promptly of that fact.
- If you do not set up the payment soon enough for your payment to be received and credited by the payee by the due date.
- If the payee does not credit your payment promptly or properly after receipt.
- There may be other exceptions stated in our agreement with you or that the Credit Union establishes. See the Special Rules for Business Accounts below for information concerning our liability for electronic funds transfers to and from Business Accounts.

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. 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 this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

ILLEGAL TRANSACTIONS

You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may refuse to authorize any such use or transaction. If you use your Card, or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the credit union for your illegal use of your Card or PIN and agree to indemnify and hold the credit union and Mastercard harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

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. If you do, please destroy the card. 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 without notice by deactivating your debit or ATM card. Any notice, if required by law, will be provided. 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.

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.

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.

ATM SECURITY GUIDELINES

ATMs are a fast and easy way to withdraw cash, check account balances, transfer funds and more. If ATMs are to continue as a convenient way to conduct financial transactions, you must make electronic banking security a priority. Here are some important steps you can take to make ATM security your business. The following disclosures are applicable to ATM transactions made with either an ATM card or a Debit card.

KEEP YOUR ATM/DEBIT CARD SECURE

1. Treat your Card like cash. Always keep your Card in a safe place.
2. Keep your personal identification number (PIN) a secret. Your Card only works with your personal identification number, password or PIN. Memorize your PIN. Never write it on your Card or store it with the Card. Never tell your PIN to anyone. And never let someone else enter your PIN for you.
3. Take your ATM receipt with you. Do not leave it at or near the ATM.
4. Do not give out any information about your Card over the telephone. No one needs to know your PIN. Not even the credit union.
5. Report a lost or stolen Card at once. Even though your Card cannot be used without your PIN, promptly report a lost or stolen Card. You will be issued another Card promptly.
6. Check your receipts against your monthly statement to guard against ATM fraud. You can get a receipt every time you make an ATM transaction. Verify each transaction by checking the receipts against your monthly account statements. Save your receipts and shred any copies.
7. Be sure to sign your new card upon receipt. Destroy old cards when they expire.

SECURITY AT WALK-UP ATMs

1. Always observe your surroundings before conducting an ATM transaction. If you are driving to an ATM, park as close as possible to the terminal. Observe the entire area from the safety of your car before getting out. If you see anyone or anything that appears to be suspicious, leave the area at once.
2. If an ATM is obstructed from view or poorly lit, go to another ATM. Report the problem to the financial institution that operates the ATM.
3. When possible, take a companion along when using an ATM, especially at night.
4. Minimize time spent at the ATM by having your Card out and ready to use. If the ATM is in use, give the person using the terminal the same privacy you expect. Allow them to move away from the ATM before you approach the terminal.
5. Stand between the ATM and anyone waiting to use the terminal so that others cannot see your PIN or transaction amount. Once you have completed your transaction, take your money, Card and receipt and immediately move away from the terminal.
6. If you see anyone or anything suspicious while conducting a transaction, cancel your transaction and leave immediately.
7. If anyone follows you after making an ATM transaction, go immediately to a crowded, well-lighted area and call the police.

SECURITY AT DRIVE-UP ATMs

1. Keep your engine running, the doors locked and the windows up at all times when waiting in line at a drive-up ATM.
2. When possible, leave enough room between cars to allow for a quick exit should it become necessary.
3. If an ATM is obstructed from view or poorly lit, go to another ATM. Report the problem to the financial institution that operates the ATM.
4. Before rolling down the window to use the ATM, observe the entire area around the ATM. If you see anyone or anything that appears to be suspicious, drive away from the area at once.
5. Minimize time spent at the ATM by having your Card out and ready to use. Once you have completed your transaction, take your money, Card and receipt and drive away from the terminal.
6. If you see anyone or anything suspicious while conducting a transaction, cancel your transaction and leave immediately.
7. If anyone follows you after making an ATM transaction go immediately to a crowded, well-lighted area and call the police.

Debit BusinessCard is a registered trademark of Mastercard International Incorporated.

OUR FUNDS AVAILABILITY POLICY

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your cash and check deposits available to you on the same business day we receive your deposit. Cash deposited in person with an employee or at an ATM, electronic direct deposits, and wire transfers 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 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 on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you by the second business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the same business day we receive the deposit.

If we are not going to make all of the funds from your deposit available by the second 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 day after we receive your deposit.

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

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

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from cash deposited in person with an employee or at an ATM, electronic direct deposits, and wire transfers to your account will be available on the day we receive the deposit. Funds from deposits of the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, 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.

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The excess over \$5,000 will be available on the seventh 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 \$5,000 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 seventh business day after the day of your deposit.

DETERMINING THE AVAILABILITY OF A DEPOSIT

For determining the availability of all your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit with an employee on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit in our night depository after 8:30 a.m., or if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit via mobile deposit or at one of our Texans automated teller machines (ATMs) after 5:00 p.m., or on a non-business day, we will consider that the deposit was made on the next business day we are open. All cash deposits made at Texans ATMs will be available on the same day you deposit them in the ATM. All check deposits made via mobile deposit and/or at Texans ATMs will be aggregated each day. The first \$200 of checks will be available on the same day you deposit them in the ATM. The remaining funds will be available on the second business day following the first business day of the deposit, including deposits of other items in excess of \$200 normally subject to immediate availability.

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

DIVIDEND AND INTEREST PAYMENT POLICY

If we receive a deposit to your Account, dividends will begin to accrue on the business day the deposit is credited to your Account.