



New Account Handbook

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Texoma Community Credit Union

Texoma Community Credit Union is a voluntary, cooperative, nonprofit financial institution, incorporated under the Texas Credit Union Act (Texas Finance Code, Title 3, Subtitle D) for the purposes of encouraging thrift among its **members**, creating a source of credit at fair and reasonable rates of interest, providing an opportunity for its **members** to use and control their own money in order to improve their economic and social conditions, and conducting any other business, engaging in any other activity, and providing any other service that may be of benefit to its **members** subject to the Texas Credit Union Act and Commission rules adopted.

1.00 TERMS AND CONDITIONS OF YOUR DEPOSIT ACCOUNT

This brochure contains the rules, disclosures, terms, conditions and agreements, which govern your account(s) with us. Please read this brochure carefully. If you sign your signature card or continue to have an account with us, you agree to these rules, our bylaws, and any bylaw amendments. You agree to pay the fees we charge and you give us the right to collect any fees, as earned, directly from your account balance. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this brochure. If you have any questions, please call us at (940) 851-4000.

This agreement is subject to applicable federal laws and the laws of the state of Texas (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal laws that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this brochure is to:

- Summarize the existing rules applicable to the more common transactions;
- Establish rules to govern transactions or events which the law does not regulate;
- Establish rules for certain events or transactions which the law already regulates but permits variation by agreement; and
- Make required disclosures regarding: •U.S. Patriot Act, •Electronics Fund Transfers, •ATM Security, •Funds Availability, •Privacy Notice, •Truth-in-Savings Policy disclosures, •Fee Schedule and other notices.

We may permit some variations from this standard agreement, but any variations must be agreed to in writing by an Officer, the Chief Executive Officer CEO, Chief Lending Officer CLO, Chief Operating Officer COO or Chief Financial Officer, CFO, (an Officer), either on our signature card for the account or in some other written form. (See Section 1.45 Amendments and Termination.)

As used in this brochure, the words "we," "our," and "us" means Texoma Community Credit Union (TCCU or the credit union) and the words "you" and "your" mean the owner(s) of this account and anyone signing in a representative capacity (e.g. an "authorized signer" or grantee of a power of attorney) appointed by or on behalf of the owner(s) to sign on the account. "Party" means a person who, by the terms of the account, has a present right, subject to request, to payment from the account other than as a beneficiary, authorized signer, or other person signing only in a representative capacity. "Member" or "Primary Member" refers to the first person signed on the account. "Joint Owner" or "Joint Member" refers to any or all subsequent signed parties on the account.

1.01 U.S. PATRIOT ACT, OFFICE OF FOREIGN ASSET CONTROL (OFAC), AND MEMBER IDENTIFICATION PROGRAM (MIP) – Our country will never be the same since the attack on America on September 11, 2001. It is our responsibility to know our members. To comply with laws designed to fight terrorism we comply with the Bank Secrecy Act, U.S. Patriot Act, and OFAC. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions, including Texoma Community Credit Union, to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, a U.S. military identification, a U.S. Passport or other valid (not expired) form of U.S. government issued identification. Valid identification, which includes a photograph, is required to open an account. We may also retain a copy of these documents.

1.05 YOUR LIABILITY – Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of fees or charges we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for service(s) you request which is not covered by this agreement. Each of you agree to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another person authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees. You agree that at our option we may suspend your membership rights, or reduce the services available to you if you violate the terms of this agreement, participate in illegal activity or otherwise behave in such a manner as to create undue liability or risk to the other members of this credit union.

1.06 OUR LIABILITY (Consequential Damages) - If we do not properly complete a transaction according to this agreement, we will be liable to you for your losses and damages. Our liability, however, is limited to the amount of the transaction unless the law provides for a different standard. You acknowledge and agree that we will not be liable for consequential damages under this agreement, except as otherwise provided by law.

1.10 DEPOSITS – Any items, other than cash, accepted for deposit (including items drawn “on us”) will be given Provisional Credit (also known as Put on Hold) only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Deposits with a Hold placed on the deposit are not included in the Available Balance, but are reflected in the Balance. We are not responsible for transactions initiated by mail or an outside depository until we actually record them. You waive any right to receive any original item after it is paid. (Check 21).

All deposit transactions received after our “daily cut–off time” (2:00 P.M. C.S.T. as of this publication) on a TCCU business day we are open, or received on a day we are not open for business, will be treated and recorded as if initiated on the next business day that we are open. (*For example: Share Drafts/Checks are processed based upon the Available Balance in your account as of 2:00 PM. Any deposit subsequently made to your account after the checks are processed will not be considered when determining whether sufficient funds are in your account.*) If you make a deposit on the same business day, after we have dishonored a check, the dishonored check, based on your balance at the cut-off time, will remain dishonored and an NSF or ODP fee may be charged. Night drop deposits will be accepted until 10am.

If this account earns dividends, law prohibits us from guaranteeing the payment of dividends, or that dividends will be paid at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period.

1.15 WITHDRAWALS – Unless clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including anyone signing in a representative capacity, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. **Each of you (until we receive written notice to the contrary) authorizes each other person signing on the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us.** The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law.

Withdrawals will first be made from collected funds. We may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if we have honored such requests in the past. We reserve the right to refuse any withdrawal, approval for payment or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a non-conforming request, repeated abuse of the stated limitations, if any, may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiated it) to apply the frequency limitations.

Authorization to pay a transaction (such as a Check, a POS, a ACH item, and others) is based upon the Available Balance, which does not include any Deposits on Hold or any Pending Transactions (POS & ACH pledged to pay a transaction). If you have previously committed your funds to pay another POS or ACH or other item(s) those pledged funds are no longer available for authorizing another transaction. We reserve the right to require you to notify us of your intention to withdraw shares or deposits from this account as explained in our Bylaws. A fee may be charged for excessive (more than 4 monthly) withdrawals from a shares account. Withdrawals from a time deposit (i.e. certificate of deposit) prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

1.20 OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION – These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. **If the owner makes no designation on the account agreement card, the account will be held in a Right of Survivorship and Payable on Death relationship.** We reserve the right to refuse some forms of ownership on any or all of our accounts. Accounts may be held in any of the following forms, subject to your written designation on the signature card:

- **Single-Party Account** – (Owned by one person) at death of the party, ownership passes as part of the party's estate.
- **Multiple-Party Account Without Right of Survivorship** – (Tenants in common) – At death of any party, the deceased party's ownership passes as part of deceased party's estate. None of you intend (merely by opening this account) to create any right of survivorship in any other party. We encourage you to agree and tell us in writing the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.
- **Multiple-Party Account With Right of Survivorship** – (Joint, and not as tenants in common) – At death of any party, ownership passes to the surviving parties. If two or more of you survive the deceased party, you will own the balance in the account as joint tenants with the right of survivorship and not as tenants in common.
- **Multiple-Party Account Without Right of Survivorship** – (Community Property Funds) – Such an account is issued in the name of a husband and wife who intend and agree that any separate property in the account be transmuted (changed) into community property and that all the property in the account, including earnings, be held as community property without right of survivorship. **At death the funds are frozen until the estate is probated.**
- **Multiple-Party Account with Right of Survivorship** – (Community Property Funds) – Such an account is issued in the name of the husband and wife who intend and agree to fund the account with community property and hold the property with the right of survivorship. At death of either spouse, ownership will vest in and belong to the surviving spouse without respect to any other document(s).
- **Pay-On-Death or Revocable Trust Designation:** If the account is owned by one person, at death of the party, ownership passes to Payable on Death (POD) (or trust) beneficiaries and is not part of the party's estate. If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own the account in equal shares, without

right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

- **Corporate, Partnership, and other Organizational Accounts** – We will usually require a separate authorization from designating the person permitted to withdraw and the conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.
- **Convenience Accounts** – This is a multiple-party account established in the names of the party and an authorized signer. The designation of an authorized signer is for your convenience. The authorized signer on a Convenience Account does not have any ownership rights in the account.

1.25 DELETING A JOINT-OWNER – The **primary** member may, by written notice to the credit union, change a designation (joint-owner), change the form of the account, or stop, or vary payment under the terms of the account. **A joint owner may not delete the primary owner/member.** A joint owner may neither add nor delete services to the account without written approval from the **primary** member. **A joint owner may withdraw any amount of money in the account, including the minimum \$25.00 deposit and close the account.**

1.30 PLEDGES – Unless you tell us differently in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary becomes effective. For example: If one joint tenant pledges the deposit evidenced by this agreement for a debt and the debt has not been satisfied, the debt may be satisfied with the funds in this account. Known as “cross collateralization” the member and joint owners recognize that if a debt or obligations (such as a loan or an overdrawn account) is not paid, the funds in any other account owned by the member or joint owner may be transferred to pay the unpaid debt or obligation (loan or overdrawn account).

1.35 STOP-PAYMENTS – A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it (typically 3 business days), and must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. Only the person who initiated the stop payment may make a release of the stop-payment request. (See Section 2.11 Automatic Bank Drafts and Section 2.30 Stop Payment Procedures.)

1.40 TELEPHONE TRANSFERS – A telephone transfer of funds from this account to another account with us, if otherwise permitted or arranged for, may be made by the same person(s) and under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a shares/savings account to another account or third parties to a maximum of six per month, less the number of certain pre-authorized transfers during the month. Other account transfer restrictions are described in section 2.00 Electronic Funds Transfers and elsewhere in this brochure.

1.45 AMENDMENTS AND TERMINATION – We may add to, delete from or otherwise amend our bylaws and any term(s) of this agreement. Changes may be communicated by publishing them in the “*Community Connection*” quarterly newsletter of the Credit Union. Rules governing changes in interest or dividend rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We reserve the right to close this account if your membership in this credit union terminates.

1.50 STATEMENTS – You are responsible for promptly examining each account statement. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. Any objection or mistake that you may have with respect to any item shown on a statement (except electronic fund transfers) will be waived unless made in writing to us and received on or before the sixtieth (60th) day following the date the statement is mailed. **Except as required by law, or otherwise stated in this Agreement, you agree that TCCU will not be liable for any forged, unauthorized, or altered item drawn on or deposited to your account, any item with missing signatures or endorsements, any missing or diverted deposit, or any other unauthorized withdrawal, error, or discrepancy if you fail to notify us within that sixty (60) day period, nor will we be liable for any forged or altered item or other withdrawal if the forgery or alteration is not readily ascertainable upon inspection.** You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or other withdrawal, or as a result of any missing or diverted deposit, or due to any other error or discrepancy unless you have notified us in writing within the period prescribed above. Any such legal action must be initiated within two years of the date that the statement containing the error was mailed or otherwise made available to you.

In accordance with the Check 21 Act, checks and other payment orders drawn on your account will not be returned to you. Copies of checks are available to you at the Internet website, www.TexomaCU.com or upon your request. You agree that it is your duty to examine statements promptly and your obligation to notify us in the event of any error within 60 days of our mailing the statement.

For information concerning questions or errors relating to electronic fund transfers, please refer to your Electronic Fund Transfers Disclosures (See Section 2.00 Electronic Funds Transfer).

It is your responsibility to ensure that your statements are received. You agree that we are not responsible for the loss or theft of your statements. You agree to notify us immediately if you fail to receive a statement for your share draft/checking accounts monthly or a statement for your savings accounts at least quarterly. You agree to notify us no later than 10 days after the end of a month or quarter in which you fail to receive your statement. You agree that if you do not tell us you did not get your statement that we will not know you did not get your statement. You are responsible to tell us you did not get your statement.

You acknowledge that we employ an automated collection procedure in order to more efficiently handle the high volume of items we process. For that reason, our procedures do not include the physical examination of items. You agree to our procedures and acknowledge that any failure to examine an item will not constitute a lack of ordinary care in the payment of any item. We do not personally look at every signature on every check before we pay the check. You agree to look at the signature on any item(s) paid from your account(s) to validate the signature on the item is valid.

1.55 TRANSFER OF ACCOUNT TO ANOTHER PARTY – This account may not be transferred or assigned to another party, except as required by law.

1.60 DIRECT DEPOSITS – If, in connection with a direct deposit plan, we deposit any amount in this account which should be returned to the Federal Government for any reason, you authorize us to deduct the amount the Federal Government demands from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability. If there is not sufficient funds in your account(s) to repay the Federal Government demand, you remain responsible and legally liable to repay the demanded amount.

1.65 TEMPORARY ACCOUNT AGREEMENT – If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may in the future restrict or prohibit further use of this account if you fail to comply within a reasonable time with the requirements we have imposed.

1.70 RESTRICTIVE LEGENDS – We are not required to honor any restrictive legend on items you write unless an Officer agrees to the restriction in writing and signed by an Officer of the credit union. Examples of restrictive legends, such notices as: *“must be presented within 90 days”* or *“not valid for more than \$100,000”*, or *“accept only as payment in full.”*

1.75 SIGNATURES & FACSIMIL – 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(s) thereon do not correspond exactly with the signature(s) on the Application. We are not obligated to honor a check unless the signature(s) do correspond exactly with the signature(s) on the Application.

You authorize TCCU to accept and recognize as valid 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 copies will be considered an original record for any purpose including admissibility in evidence as an original record before any court or administrative agency.

1.76 ELECTRONIC SIGNATURE --

Purpose: It is the purpose of this credit union to enact the following policy to send and receive signatures on loan documents, and other credit union documents, via electronic signatures on mobile devices such as we send and receive signatures on documents sent by facsimile. Documents with signatures sent and received via facsimile have been deemed to be legally acceptable in courts of law. The same is the case for electronic signatures. Documents sent and received by all electronic means help to assist in the delivery and the speed at which members, dealers, vendors, etc. receive not only their loan documents, and other documents, but also the speed at which they receive their funds. Electronic signature documents are widely used at car dealerships, real estate and title offices, as well as other places of business. The encryption on these documents are well advanced and widely accepted as legal documents.

Authority: The Electronic Signatures in Global and National Commerce Act (ESIGN) dictates the circumstances in which electronic signatures tied to records can be used. ESIGN was designed to propel electronic commerce, to ensure customers consented to the use of electronic documents and signatures, and to serve as an overlay on top of other Federal laws so that when paper documents or wet signatures are referred to in an older law, electronic records and signatures can be substituted without penalty.

The law states that e-signatures are legally valid and binding, and any contract ratified with an e-signature cannot be denied legal effect if an e-signature is present. The law does not, however, dictate what technology has to be used for e-signatures. The law also permits organizations to issue disclosures (such as loans, certificates of deposit, signature cards, and etc.) in electronic form, and

the issuance of electronic records. NCUA's Regulatory Alert focused on this area, advising CUs what the CU must provide members before consent for electronic disclosures is given. Credit unions must provide members with the following:

- any right or option to receive a disclosure in paper form;
- whether the consent applies only to a particular transaction or to categories that may be provided during the course of the parties' relationship;
- the right to withdraw consent to have records provided electronically, including any conditions, consequences, or fees associated with doing so. The credit union must describe the procedures for withdrawing consent and for updating information needed to contract the consumer electronically;
- how the consumer may obtain a paper copy of the record upon request, and
- the hardware and software requirements for access to and retention of the electronic information.

NCUA stresses in the alert that the CU should ensure that a member consenting to electronic delivery "reasonably demonstrates" their ability to access the information in electronic form. In other words, the member must have the appropriate hardware and software to view the electronic documents. If a CU changes any hardware and software requirements for their electronic disclosures, members must be notified of new requirements and given an opportunity to withdraw consent "without charge." -

Necessity: It has become necessary in this high tech world to make available to members, dealers, vendors, etc. documents that can be pushed out to them via electronic means. As stated above, documents with electronic signatures are allowed by law. In both keeping up with the technological age, and in an effort to gain new prospective members, usually younger in age, it has become a necessity for TCCU to make electronic signatures available to our membership. Documents signed by electronic means speed up the signature process, they are better tracked using the electronic process rather than being lost in the mail they cost less than the USPS or Express Mail. They are delivered where the member has their "smart phone" instead of having to go to their mail box to get the document and return it in the mail. Also, the credit union established several years ago the desire to be the technological advanced credit union and this is one step further in that process. Once approved and implemented, not all documents will be pushed out to members, dealers and vendors through electronic means as many still deal with paper copies and come to the credit union to sign their documents. Documents by electronic means will increase in demand over time and having this process available gives us an advantage. If a member wishes to have a paper document, they simply ask the employee who send the document electronically to mail the paper document.

Policy: Texoma Community Credit Union (TCCU or credit union) shall send and receive documents requiring member, dealer and vendor signatures using electronic signatures on their computer, their laptops, ipads, phones and other mobile devices. The credit union will use Signix, a widely used electronic (digital) signature provider, as their source of sending and receiving signatures via electronic signatures. With the sending of documents to members for electronic signatures, the provider sends notice to the member, dealer or vendor that an electronic document is coming to them for their signature. The document will prompt the signer to choose a signature, which when chosen, is embedded into the document and stored in that document for up to 20 years. Signix does not warehouse the signatures or the verification of such. The warehouse and verification process is embedded in the document for retrieval if needed by the member, the credit union, or any legal entity providing a legal request for such information. Once a signature is chosen, the member, dealer, vendor then uses that signature (or initials if initials are required) where prompted in the document(s). Once completed, the document is returned to the credit union via the same electronic process by email. Once received by the credit union, the document(s) are stored in that email, and may be printed out and placed in the member file, or scanned into the member account history.

1.80 CREDIT REPORTS – You agree and authorize us to check your credit and employment history and to request and use credit reports when considering any application to open an account, applying for financial services and in connection with review or collection of your account.

1.85 WIRE TRANSFERS – You agree to provide original signatures as opposed to facsimile signature or signature imprinted by mechanical devices for any wire transfer of \$2,001.00 or more.

1.90 RIGHT TO REPAYMENT OF INDEBTEDNESS – You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons or legal entity's right to withdraw. If the debt arises from a note (such as a loan), any due and payable debt includes the total amount of which we are entitled to demand payment under the terms of the notes at the time we charge the account, including any balance then due for which we properly accelerate under the note.

Our right to repayment does not apply to this account if:

- It is an Individual Retirement Account or other tax-deferred retirement account, or
- The debtor's right of withdrawal arises only in a representative capacity, or
- It is a loan obtained under the Texas Constitution Equity Loan Article XVI, Section 50(a) (b), or subsequent applicable laws.

We will not be liable for the dishonor of any check or drag when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of the exercise of our right to repayment.

1.95 POWER OF ATTORNEY (POA) AGENTS – An agent is someone whom you authorize to have access to this account on your behalf. This may be done by allowing your agent to sign on the signature card as an authorized signer of a Convenience Account or by use of a separate form, such as a power of attorney. An agent is not an owner of the account. Among other acts, the agent may deposit, withdraw or close the account.

We may refuse to accept an agent, or an agency account. **TCCU may refuse to accept any Power of Attorney with or without cause.** We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit. A credit union officer of management must review any POA submitted for function, use and clarity. Management may take one or more days to approve or deny use of a POA.

2.00 ELECTRONIC FUNDS TRANSFERS (EFT) YOUR RIGHTS & RESPONSIBILITIES

The electronic funds transfers we handle are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference. Refer to the Fee Schedule for the costs associated with these services.

- 1) **DIRECT DEPOSITS** – You may make arrangements for direct deposits to be accepted into your Checking or Share Savings account(s).
- 2) **PRE-AUTHORIZED WITHDRAWALS** – You may arrange to pay certain recurring bills from your Checking or Share Savings account(s). (See Section 2.11 Automatic Bank Drafts.)
- 3) **PERSONAL IDENTIFICATION NUMBER (PIN)** – The Credit Union may assign you a PIN, or you may select your own PIN to access your account(s). You agree to not select a PIN that is public information, such as your birth date, telephone number, social security number, address and other such common numbers.
- 4) **PIN CONFIDENTIALITY** - You agree to not give or compromise this confidential PIN to anyone. You agree that any transaction authorized by the PIN is considered authorized by you. If your PIN is lost, compromised, or given to someone not authorized to conduct business on your account, you must **immediately** contact the credit union by telephone and in writing to cancel the PIN. If you fail to cancel the PIN you accept any transaction authorized on your account(s) through the use of the PIN. A PIN is similar to the key to your car or house. If you give the key to your car, house or your PIN to your account, you must change the access to that valuable asset to keep them out. You must call TCCU to change your PIN if someone knows your PIN that you do not want to have access to your money. If you don't notify us, we cannot prevent that person(s) from taking your money.

2.01 ACCESS-24 AND CU@HOME INFORMATION & TRANSFERS –There is no fee to obtain information about your Texoma Community Credit Union shares or checking account on ACCESS –24 or CU@Home. This service is free, and available 24-hours a day, 365 days a year.

A fee is charged when a TCCU employee provides information that is available through Access-24 or CU@Home via the telephone. That fee serves to pay the expenses created to pay that employee when you choose to not use your telephone or CU@Home website to get the same information. You may access your account by telephone 24 hours a day at (940) 855-2828 using your personal identification number or on the World Wide Web at www.TexomaCU.com using a separate P.I.N. Information available at either resource allows you to:

- a) Transfer funds from checking to share savings
- b) Transfer funds from savings to checking
- c) Transfer funds from savings to savings
- d) Make payments from checking or savings to loan accounts with us
- e) Get information about:
 - a) the account balance of checking, savings, loan and all other accounts
 - b) transactions in checking or savings accounts up to 30 days prior
 - c) many other transactions available

2.02 ATM TRANSFERS – TYPES OF TRANSFERS AND FEES - You may access your account(s) by ATM using your ATM card and personal identification number (PIN), to:

- a) Get cash withdrawals from checking account(s)
- b) Get cash withdrawals from share savings account(s)
- c) Transfer funds from share savings to checking account(s)
- d) Transfer funds from checking to share savings account(s)
- e) Get information about:
 - a) the account balance of your checking account(s)
 - b) the account balance of your savings account(s)

There is a fee for each withdrawal, transfer, or inquiry from any ATM we do not own, which is called a "foreign" ATM. The owner of the "foreign" ATM machine may charge a "surcharge" fee, which we do not control. We do not charge TCCU members for transactions on ATM machines TCCU owns. Some of these services may not be available at all ATMs.

2.03 ATM DEBIT CARD TRANSACTIONS (ATM CARD) – You may access your checking or savings account(s) to purchase goods (in person) and pay for services (in person). (See Debit Card Agreement for additional disclosures.) You agree to not hold us liable if the ATM machine you attempt to use or the ATM card issued to you does not operate.

2.04 DEBIT CARD TRANSACTIONS – DOLLAR LIMITATIONS – Using your debit card:

- a) You may withdraw up to \$300.00 in the aggregate of the available balance funds in your checking account each day using your debit MasterCard® Debit Card and/or your TCCU ATM Card.
- b) The amount available for transactions is determined based upon the Available Funds in your account at the end of each business day, plus any OverDraft Protect (ODP) limit or any Loan Overdraft available.
You agree to not hold us liable if the MasterCard® Debit Card, ATM machine or Point of Sale (POS) device does not operate.
- c) A fee may be charged for use of the MasterCard® Debit Card and you agree to pay the fee if you use the service.
- d) Additional Charges for Transactions in a Foreign Currency and “Cross-Border” Transactions: If you make or authorize a transaction with your ATM or debit card in a currency other than US Dollars, MasterCard (MC) or Visa will convert the charge into a US dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MC from the range of rates available in wholesale currency markets for the applicable central processing date. The rate that MC selects may vary from the rate MC itself receives or the government-mandated rate in effect for the applicable central processing date. MC charges us an “international service assessment”. We pass this international service assessment on to you and you agree to pay that fee if you use the service. See Fee Schedule. An international transaction is a transaction outside the United States.

2.10 CHARGES FOR ELECTRONIC FUND TRANSFERS

- 1) We do not charge for direct deposits to any type of account.
- 2) We do not charge for pre-authorized withdrawals from any type of account.
- 3) Except as indicated elsewhere, we do not charge for electronic fund transfers.

2.11 AUTOMATIC BANK DRAFT (START & STOP) -

As a convenience to you, you may start an automatic bank draft to draft a 3rd party institution by issuing an order to us. Automatic bank drafts are used to withdraw from a third party institution to make loan payment(s) at TCCU. We are not responsible if there are not sufficient funds in your account to pay the draft. We may charge a fee to start such drafts.

You must notify us in writing to stop an Automatic Bank Draft. Until you notify us in writing, the automatic bank draft will continue even if the loan with us is paid in full. If your loan is paid in full and you did not notify us to stop the Automatic Bank Draft and we draft your third party account and your third party account has non-sufficient funds (NSF) **you agree to not ask or demand we pay the NSF fees or to hold us liable in any manner. We cannot know that you want TCCU to stop the automatic bank draft unless you tell us. Often, members wish to continue an automatic bank draft after their loan is paid in full for the purpose to fund a savings account. If we draft your 3rd Party Bank after your loan is paid in full we will deposit that drafted money into your shares/savings account.**

2.20 RIGHT TO DOCUMENTATION

- a) **TERMINAL TRANSFERS** – You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or at third party point-of-sale (P.O.S.) terminals.
- b) **DIRECT DEPOSITS** – 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 call Access-24 at (940) 855-2828, or TCCU at (940) 851-4000 or use CU@Home to find out whether or not the deposit has been made. If the only transfers to or from your account are direct deposits, you will get a quarterly statement from us.
- c) **PERIODIC STATEMENTS** –
 - 1) You will get a monthly account statement from us for your Checking account(s) if you have activity on the account(s).
 - 2) You will get a quarterly account statement from us for your regular share savings account(s), unless there are electronic funds activities in a particular month. In that case, you will get a statement for that month.

2.30 STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

- 1) Right to stop payment and procedure to initiate stop payment – **If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:**
Call or write us at the telephone number or address listed in this brochure (Section 2.71) in time for us to receive your request **at least three (3) business days before the payment is scheduled to be made.** If you call, we may also require you to put your request in writing and get it to us within 14 days.
- 2) A fee is charged for each stop payment order given whether in person or electronically (Access-24, CU@Home, etc). (See Section 1.35 - Stop Payments and Section 7.00 - Fee Schedule.)
- 3) **NOTICE OF VARYING AMOUNTS** – If these regular payments may vary in amount (i.e. a utility bill), the company or person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment to the merchant or person would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

- 4) LIABILITY FOR FAILURE TO STOP PAYMENT OF PRE-AUTHORIZED TRANSFER –** If you order us in writing to stop one of these payments **at least three business days or more before the transfer is scheduled**, and confirm that order in writing, and we do not stop the payment; we will be liable for your losses or damages.

2.35 FUNDS TRANSFER AGREEMENT AND NOTICE

The State of Texas has adopted as law, Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation cover the movement of funds by means of wire transfer, automated clearing house (ACH) credits and some book transfers on the credit unions records.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. This agreement contains several notices, which we are required to provide to you, and establishes other terms of agreement, which will apply to all funds transfers involving you and the credit union. Using the credit union to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this agreement may differ from those in other agreements or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

- 1) This agreement and notice applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.
- 2) The credit union may establish or change cut-off times for the receipt and processing of funds transfers requests, amendments, or cancellations. Unless other times are posted for various types of funds transfers, the cut-off time will be 2:00 p.m. C.S.T. on each weekday that the credit union is open except Saturday. Payment orders, cancellations or amendments received after 2:00 PM may be processed on the next business day.
- 3) The credit union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with authorized access to the account from which the funds transfer is to be made.
- 4) The credit union may establish security procedures to verify the authenticity of a payment order. You will be notified of the security procedures, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the credit union in writing that you do not agree to the security procedure. In that event, the credit union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the credit union agree, in writing, on the alternate security procedure.
- 5) If you send or receive a wire transfer, Fed wire may be used. Regulation J, the law covering all Fed wire transactions, spells out your rights and liabilities in a wire transfer involving Fed wire.
- 6) If you give the credit union a payment order which identifies an intermediary or beneficiary's bank (recipient of the funds) by both name and identifying bank account number, a receiving bank may rely on the numbers and payment may be made by the beneficiaries' bank on the basis of the bank account number, even if the number identifies a person different than the named beneficiary. **This means you are responsible to the credit union for any loss or expenses incurred if the funds transfer is completed on the basis of the identification number you provided the credit union, even if the numbers you give us are not correct.**
- 7) The credit union may give you credit for automated clearing house (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the credit union receives final settlement of the payment. You agree that if the credit union does not receive such final settlement, that it is entitled to a refund from you for the amount credited to you in connection with the ACH entry. This means that the credit union may provide you with access to ACH funds before the credit union actually receives the money. However, if the credit union does not receive the money, the credit union may reverse the entry on your account and you would be liable to repay the credit union.
- 8) ACH transactions are governed by operating rules of the National Automated Clearing House Association (NACHA). In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements, which we provide.
- 9) If the credit union becomes obligated under Article 4A to pay interest to you, you agree that the rate of interest shall be equal to the dividend rate, on a daily basis, applicable to the account at the credit union to which the funds transfer was made.

If you have any questions regarding this agreement and notice, resolve them before you sign the signature card agreement. Your signature on the signature card constitutes your acknowledgement and agreement to these terms.

2.40 TCCU's LIABILITY FOR FAILURE TO MAKE TRANSFER –

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 (see section 1.06 - Liability). However, there are some exceptions. We will NOT be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2) If the transfer would go over the credit limit, or your overdraft privilege limit.
- 3) If the automated teller machine where you are making the transfer does not have enough cash.
- 4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- 6) There may be other exceptions stated in our agreement with you.

2.50 DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We are permitted to disclose information to third parties about your account or the transfers you make under the following conditions:

- a) Where it is necessary for completing transfers;
- b) In order to verify the existence and condition of your account for an authorized 3rd party, such as a merchant holding your check, or a credit bureau
- c) In order to comply with government agency or court orders; or
- d) If you give TCCU written permission to do so.

2.60 UNAUTHORIZED ATM or DEBIT CARD TRANSFERS -

Tell us **at once** if you believe your ATM card, MasterCard® check card, or Visa®/MasterCard® credit card, code, or personal identification number (PIN), has been compromised, lost, or stolen. Telephoning TCCU instantly at (940) 851-4000 or (940) 642-5560 is the best way of keeping your possible losses down. You could lose all of the money in your account, plus your maximum overdraft line of credit and your overdraft privilege limit. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card without your permission, as long as you did not disclose your PIN, or permit your PIN to be disclosed, and you exercised reasonable caution to protect your ATM card and PIN.

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

If your statement shows unauthorized transfers, tell us at once, immediately. 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. Rules with MasterCard and Visa allow TCCU to "charge back" an unauthorized transaction if such charge back occurs within 60 days. A request to charge back after 60 days will generally be dishonored. If dishonored, the member may dispute the charge directly with the merchant.

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

If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us **immediately, the same day**. If you authorize someone to use your PIN for one transaction, and subsequently that person(s) uses the PIN for other transactions, whether specifically authorized by you or not, the subsequent transaction(s) are considered authorized by you. If you give your PIN to someone and you no longer want that person(s) to have access to money in your account, **you must request that we issue you a new PIN and you agree not to disclose that PIN to anyone that you do not authorize to withdraw from your account.**

If you do not exercise reasonable control over your card(s) and/or PIN, you may be liable for any losses that occur as a result. Examples of unreasonable care include leaving your card or PIN in an automobile, leaving them unsecured and in open view in your home, or entrusting them to persons of questionable character. Giving them to a friend or a family member **who you no longer want to be able to withdraw money or use the card for purchases** is another example of not exercising reasonable care.

2.70 ERROR RESOLUTION

In case of errors or questions about your electronic transfer, call or write us at the telephone number or address listed in this brochure, Section 2.71, immediately, the same day. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, write to us. We must hear from you no later than sixty (60) days after we sent the **FIRST** statement on which the problem or error appeared. We cannot fix a suspected mistake you do not tell us exists.

- 1) Tell us your name and your member account number.
- 2) 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.
- 3) Tell us the dollar amount of the suspected error.
- 4) If you tell us orally, we may require that you send us your complaint or question in writing within sixty (60) days. We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a point-of-sale (P.O.S.) transaction or a foreign initiated transfer) after we hear from you. We will correct any error promptly.
 - 1) If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale (P.O.S.) transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to take more than 10 or 20 days we will re-credit your account (known as "provisional credit") within 10 business days (20 business days if the transfer involved a point-of-sale (P.O.S.) transaction or a foreign initiated transfer) for the amount you suspect is in error, so that you will have the use of the money during the time it takes us to complete our investigation.
 - 2) If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not re-credit your account.
- 5) If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. **Any provisional credit extended to you will be withdrawn from your account.** If there are not sufficient funds in your account to debit the provisional credit, you agree to deposit that money within ten (10) business days.

2.71 CONTACT INFORMATION FOR ERROR RESOLUTION – BUSINESS DAYS AND HOURS

In case of errors or questions about your electronic transfers, write us at:

TEXOMA COMMUNITY CREDIT UNION
3800 SHEPPARD ACCESS RD.,
WICHITA FALLS, TEXAS 76306
or
P.O. BOX 1320
WICHITA FALLS, TEXAS 76307
Phone: (940) 851-4000

Business Days:

Monday through Friday
9:00 a.m. – 4:30 p.m.

Excluding Federal Holidays

MORE DETAILED INFORMATION IS AVAILABLE UPON REQUEST

2.72 MEMBER'S LIABILITY FOR UNAUTHORIZED TRANSACTIONS - You agree that any transaction authorized by your confidential and secret PIN is considered authorized by you. (See Sections 2.60 -UNAUTHORIZED TRANSFERS, 2.70 ERROR RESOLUTIONS and 2.99 NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS.)

You agree to not hold us liable for ATM or Point of Sale (POS) withdrawals if you wrote your PIN on your ATM card or MasterCard® check card jacket, or wrote it anywhere someone can identify your PIN. You agree to choose a PIN that does not contain part of your social security number, birth date, street address, zip codes, or sequential numbers.

You agree to report any unauthorized transaction, whether by fraud, forgery, error, or any other unauthorized transaction within sixty (60) days after your statement should be mailed. You further agree that if you do not report any unauthorized transaction within sixty (60) days that you have no right to expect reimbursement.

2.99 ATM & NIGHT DEPOSIT SECURITY PRECAUTIONS

As with all financial transactions, please exercise caution and discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- 1) Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- 2) Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information. Mark each transaction in your account record, but not while at the ATM or night deposit facility.
- 3) Compare your records with your account statements.
- 4) Don't lend your ATM card to anyone, ever.
- 5) Do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- 6) Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM and MasterCard® check cards as though they were cash. Do not tell anyone your PIN. Do not give anyone information regarding your ATM or MasterCard® check card or PIN over the telephone.
- 7) Do not write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse. Do not write your secret PIN on the ATM or MasterCard® check card, the ATM or MasterCard® check card jacket, or any other information stored near the ATM card.
- 8) Prevent others from seeing you enter your PIN by using your body to shield their view.
- 9) If you lose your ATM card or if it is stolen, promptly notify us. You should consult this disclosure about electronic funds transfers for additional information about what to do if your card is lost or stolen.
- 10) When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe a problem or any problems, go to another ATM or night deposit facility. Your personal safety is important!
- 11) Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- 12) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, cancel the transaction, pocket your card and leave. Consider using another ATM or coming back later.
- 13) Don't display your cash. Pocket it as soon as the ATM transaction is completed. Count the cash later when you are in the safety of your car, home, or other secure surroundings.
- 14) At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- 15) We want the ATM and night deposit facility to be safe and convenient. Therefore, please tell us if you know of any problems with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report suspicious activity or crimes to the operator of the facility and local law enforcement officials immediately.

(The remainder of this page is intentionally blank.)

3.00 FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all deposit accounts. Our policy is to make funds from your deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. **Longer delays may apply (see Section 3.10).**

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.

For determining the **availability** of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. (See section 1.10) However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash check(s) or deposit check(s) for you that are drawn on another bank, we may withhold the availability of a corresponding amount of funds (pledge funds) that are already in your account. (See section 3.10) Those funds will be available at the time funds from the check we cashed or deposited would have been available if you had deposited it.

3.10 LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the third or fifth, business day after the day of your deposit. However, we may make the first \$200 of your deposit available to you on the same day we receive your deposit. **Longer holds may be placed on the deposit if we have reason to believe the check may not pay. Such reasons include excessive NSF checks, a new account, checks payable on yourself at another financial institution.** (September 17, 2015)

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly with 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 when the funds will be available before you begin the transaction. You should not write a check on funds that are not already deposited. If you choose to write checks on funds not previously deposited, you agree to not hold us responsible if we return checks on "uncollected funds."

In addition, funds you deposit by check may be delayed for a longer period (five, seven or eleven days) if one or more of the following circumstances occurs:

- 1) The account is open for less than 90 days.
- 2) We believe a check you deposit will not be paid.
- 3) You deposit checks totaling more than \$5,000 on any one day.
- 4) You redeposit a check that was returned unpaid.
- 5) You have overdrawn your account repeatedly in the last six months.
- 6) There is an emergency, such as failure of communications or computer equipment.

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

3.15 CHECK 21 ACT NOTICE

Technology permits businesses to be more efficient in conducting business. Effective October 2004 a new law, Check 21, permits financial institutions, including TCCU, to process checks electronically by authorizing "substitute checks" to foster innovation in the check collection system. This "substitute check" has the same legal standing as the original check. In such cases we will stamp the substitute check "This is a legal copy of your check. You can use it in the same way you would use the original check." If you believe in good faith that a substitute check was not properly charged to your account let us know within sixty (60) days of receiving the statement showing the error, and we will properly credit the substitute check.

The purpose of the Check 21 Act is to improve the overall efficiency of the nation's payment system. Information on the physical paper check is converted to electronic data and the check is retained (called "truncated") at the point of presentment. The data is transmitted electronically to the payee bank immediately, instead of taking several days to process, thus eliminating the "float". Checks may clear as quickly as the same day the check is deposited.

You agree that the credit union may use a substitute check, truncate checks and not retain the physical check. Further, you understand that the "float" time is significantly reduced or totally eliminated. As such, you agree that you will not write a check unless the funds are already deposited and available in your account.

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4.00 YOUR RIGHT TO FINANCIAL PRIVACY NOTIFICATION & OPT OUT FORM

At Texoma Community Credit Union, we value the trust you have placed in us since we organized on January 26, 1953. We are committed to continuing this proud tradition for years to come. Daily we diligently work to earn and hold your trust.

Behind this pledge is a simple idea. You can count on us to protect the privacy and security of your financial information. We have always held your confidential and private information with high standards. Under federal law, we are required to communicate our privacy practices and policies to you concerning personal information we collect and disclose about our members. We comply with the NCUA Privacy Rules 12 C.F.R. Part 716 and the Texas Credit Union Bylaws 4.01(a). This notice describes our Privacy Policies and practices and explains what you can do to "opt out" of the information sharing process. It includes information about who receives personal information and non-public information from us as we conduct business.

Rev. 3/2014 **4.10
PRIVACY**

FACTS	WHAT DOES TEXOMA COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and income ■ account balances and payment history ■ credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Texoma Community Credit Union chooses to share; and whether you can limit this sharing.

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

Questions?	Call 940-851-1000 or visit our website at www.texomacu.com .
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DISCLOSURE NOTICE INFORMATION WE COLLECT ABOUT YOU –

Who we are	
Who is providing this notice	Texoma Community Credit Union

What we do	
How does Texoma Community Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files.
How does Texoma Community Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ open an account or deposit money ■ make loan payments or apply for a loan ■ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes – information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ None
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> ■ CMCFlex, State National, CUNA Mutual, SER Technologies, Experian, Equifax, Trans Union, Kroll, Crane-West, Computech, Transfund, FIS, Elan, BankVue, Liberty Mutual
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ State National, SER Technologies

Other important information	
None.	

4.11 HOW TO "OPT OUT" OR STOP SOME DISCLOSURES ABOUT YOU

If you prefer that we do not disclose non-public personal information about you to non-affiliated third parties, you may opt out of those disclosures. You may direct us to not make those disclosures, other than disclosures permitted by law. At any time, you may opt out by doing one of the following:

- 1) Call 1-800-636-3439 or 940-851-4000
- 2) Complete the form below and mail it to:
Privacy Officer, Texoma Community Credit Union,
PO Box 1320, Wichita Falls, TX 76307-1320

Once we receive your request, we have a reasonable amount of time to stop the disclosure. You may always contact us if you wish to later revoke your opt out election. If the owner or a joint owner opts out we will treat the account as if all parties opted out.

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(Cut out, complete, sign and mail this form.)

Account Number(s) _____
Member Name _____

NOTE: Anyone listed on the account may elect to opt out on the account on behalf of all account holders. I have read the Privacy Notice disclosure provided by my credit union and I would like to exercise my right to opt out, as permitted by law. Please opt me out of the following:

- Non-public Personal Information
- Credit Report Information (if applicable)

Member Signature: _____
Date: _____

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4.20 U.S. PATRIOT ACT (OFAC) MEMBER INFORMATION PROGRAM (MIP)

Refer to Section 1.01 U.S. Patriot Act, OFAC above.

5.00 MISCELLANEOUS ITEMS

5.01 Official Checks & Unpresented Checks

TCCU offers its members Official Checks payable on the credit union. Official Checks are payable from the member's own shares or share draft/checking account (or other deposit account) based upon available collectable funds. A small fee is charged to offset the cost of creating and reconciling. There are two forms of Official Checks: Teller Checks and Cashier Checks.

- 1) **Teller Checks** are checks issued on TCCU's corporate checking account. Think of a Teller Check as a check a member might write on their own personal checking account, but instead they ask TCCU to write a check on the TCCU checking account. A stop payment may be placed on Teller Checks as they do not have a "guarantee" of payment. Most drafts members request should be a Teller Check. Pay utility bills, loan payments, cable, internet, insurance bills with Teller Checks.
- 2) **Cashier Checks** are checks also issued on TCCU's checking account, except a "guarantee" is placed on the check. Instead of taking cash to pay for an expensive item, the remitter asks for a Cashier's Check. *(As an example: If a member is buying a \$150,000 house with cash, they would not be wise to take 1,500 \$100 bills to buy the house. Instead they would take a CASHier's Certified Funds Check. The payee knows the Cashier's Check is like cash.)* The guarantee gives confidence to the party accepting the check that the check is valid, like cash, and a CASHier's Check will not be returned for any condition. Typically a **Cashier's Check** is issued when paying closing cost to a Title Company, paying "cash" for an automobile, or buying something of significant value. Typically a **Cashier's Check should not be used** to pay ordinary bills such as utilities, ordinary auto payments, and etcetera.

Cashier Checks (aka Certified Funds Check) have a guarantee stamp in the upper right area of the check making it clear that the check is valid for 90-days after being issued. A Cashier Check (aka Certified Funds Check) **cannot have a stop payment** placed on it until

- a. the 90-days has expired.
- b. the member posts a Bond (insurance policy) obtained from an insurance company guaranteeing TCCU that the payee of the check (who the check is made payable to) does not return to TCCU demanding payment.

Unpresented Checks are Official Checks (i.e. Teller Checks or Cashier Checks, aka Certified Funds Check) that are not presented for payment, redeemed (cashed) within 90 days of being issued? TCCU may (but is not required to) attempt to contact the member to determine what the member wants to do about the Unpresented Official Check (Teller Check or Cashier's Certified Funds Check). If we are unsuccessful in contacting the member, TCCU places a stop payment on the Check and returns the check to the member's account if the account remains open and we can determine where the funds should be placed. Alternatively TCCU places the funds in GL 800010 Unpresented Official Checks for safekeeping or until such time as the Texas Unclaimed Property Laws require TCCU to take different action and deliver the Unclaimed Property to the Secretary of Texas. (See Dormant Account Policy for how to recover Unclaimed Property. (Revised August 20, 2015.

5.05 ELECTRONIC BILL PAYER

The credit union provides a bill payer service through a link at: www.TexomaCU.com. We do not own or control the bill payer service. As such, we do not control the accuracy, function and corrections of the service. You agree to not hold TCCU liable if a payment intended to be paid through bill payer is not paid properly. TCCU will assist you in contacting the appropriate individuals to correct the error. TCCU may charge a fee for this service.

5.10 RELATIONSHIP PRICING OF SERVICES -

We recognize that the more credit union services you use, the more efficiently we can operate your credit union. As an example, a member who uses a shares account, checking account, direct deposit, credit card, MasterCard® Check Card, and automobile loan brings more income to the credit union than one who uses only a share account. As such, we want to pass along the savings to the member who helps the credit union to save expenses. We may reduce or eliminate various fees, increase deposit rates or reduce loan rates as an incentive for members to conduct more business at their credit union.

5.15 CU@HOME (HOME BANKING) -

Many services and information available in our lobby are also available via the internet with CU@Home. We encourage members to use this resource for information, or to transfer funds within a single account. We provide high-level security and a firewall to protect information obtained through this service.

You agree to keep all information used to access your account through CU@Home confidential. You agree to choose a password to access CU@Home that you will not disclose to anyone, other than those you expressly authorize to conduct business on your account. You agree to notify TCCU immediately if your password is compromised, lost or stolen.

You agree to the terms and conditions listed in the CU@Home Application and Disclosure.

5.16 LOW BALANCE FEE -

We encourage members to use credit union services because the more services the member uses the more cost efficient the member is to the credit union. (See section 5.10) Members who join the credit union and do not use the services cause the credit union to pay more in expenses than is generated in income to serve the member. Each member is expected to "contribute to growing the credit union" by using its services.

A low balance fee (See Section 7.00 Fee Schedule) may be charged on an account when all of these circumstances are met:

- a) The member (first named party on the account) is 21 years old or older, and
- b) The account has been opened for more than six months, and
- c) The member was advised of the Low Balance Fee when opening the account, and
- d) The member has been sent letters to advise him/her to use more services, and
- e) We called (or attempted to call) the member to ask them to use services or increase their deposit balance, and
- f) For six consecutive months the member did not increase the deposit balance above \$250.00 nor did they open three services (e.g. any checking account, direct deposit, ATM card, MasterCard® Check Card, credit card, loan(s) etc.).

5.20 SIGNATURE GUARANTEE –Texoma Community Credit Union Signature Stamp

Texoma Community Credit Union does not have a "Signature Guarantee" as required by some stock issuing agents and other situations. The cost and liability for such "Guarantee" is excessive, and very few, members even want this service. To avoid wasted expenses, TCCU has a Texoma Community Credit Union Signature Stamp. If your needs for a Signature Guarantee can be achieved with a Signature Stamp, we are happy to do that for you at no cost. All owners of the security must be present in person to sign or to affix their signature(s) to the document on which you want a Signature Stamp. The credit union may refuse to guarantee any signature when there is any uncertainty regarding the request. August 20, 2015

5.25 IMPOUND SERVICES -

A fee may be charged when the credit union is required to comply with or correspond with government entities or legal requests for items such as IRS levies, Attorney General Child support demands, Comptroller garnishments, and other such legally ordered items.

6.00 TRUTH IN SAVINGS DISCLOSURE

COMMON FEATURES:

- 1) **BYLAW REQUIREMENTS** – You must complete payment of, and maintain, one share in each of your Regular Share Savings accounts as a condition of admission to membership. You authorize us to transfer funds, or add to any loan, sufficient money to complete one share deposit.
- 2) **PAYABLE ON DEATH** – If the owner makes no designation on the account agreement card, the account will be held in a Right of Survivorship and Payable on Death relationship. As such, at the time of death of any member or joint owner(s), any surviving owner (either member or joint owner(s)) has full and total access to the deposits remaining, without consideration of a Will, or any other documents, except evidence of death of the owner.
- 3) **TRANSACTION LIMITATION** – We reserve the right to require at any time not less than 60 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.
- 4) **NATURE OF DIVIDENDS** – Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. This disclosure further explains the dividend feature of your non-term share account(s). We may not pay dividends for an item deposited and subsequently returned unpaid (i.e. NSF).
- 5) **CLOSING YOUR ACCOUNT AND DIVIDENDS** – If you close your account before dividends are paid, you will not receive the accrued dividends.
- 6) **NATIONAL CREDIT UNION SHARE INSURANCE FUND** – Member accounts in this credit union are federally insured by the National Credit Union (NCUA) Share Insurance Fund. Refer to “Your Insured Funds” brochure to learn how to structure deposits to obtain maximum deposit insurance. A family of two may be insured for deposits over \$250,000.00 if the accounts are properly structured. You may also refer to www.NCUA.gov for help on structuring accounts.
- 7) **FEE SCHEDULE** – Refer to the Fee Schedule for additional information about charges for various accounts.
- 8) **NEGATIVE BALANCE OR DORMANT ACCOUNT** – Your account may be closed and your membership terminated if your account remains negative for more than 60 days. If your account is dormant for more than 36 months your account may be closed.

6.05 DORMANT ACCOUNT –

We comply with Texas state law regarding the handling of dormant accounts, called the Texas Unclaimed Property Statutes, also referred to as Escheat Law. TCCU defines an account as dormant (inactive) if no deposits, withdrawals or other activity has occurred on the account in the prior ~~36~~ 24 months. When an account is dormant, we will make attempts to contact you. ~~If you do not respond to correspondence, you authorize us to collect a fee for the expense of correspondence.~~ If your account is not maintained with a deposit balance, you authorize us to close that account. If the account is dormant as defined in the Texas Unclaimed Property Statutes Chapters 72 through 75 of the Texas Property Code governed by the State of Texas Unclaimed Property Program, your dormant money will be transferred to the State of Texas in compliance with these laws after about 36 months of inactivity. To reclaim dormant account funds, call the Texas Comptroller of Public Accounts toll free at (800) 654-3463.

REGULAR SAVINGS

- 1) **RATE INFORMATION** – The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.
- 2) **COMPOUNDING AND CREDITING** – Dividends will be compounded and credited quarterly.
- 3) **DIVIDEND PERIOD** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of that dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, which for the example above, is March 31.
- 4) **MINIMUM BALANCE REQUIREMENTS** – The minimum balance required to open this account is \$25.00. You must maintain a minimum average daily balance of \$100.00 in your account to obtain dividend at the disclosed annual percentage yield (APY).
- 5) **AVERAGE DAILY BALANCE COMPUTATION METHOD** – Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar quarter.
- 6) **ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS** – Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account. We may not pay dividends for an item deposited and subsequently returned unpaid (NSF, stop payment, uncollected funds, forgeries, missing endorsement, etc. [hereafter referred to as Return Item or NSF, etc.]).
- 7) **TRANSACTION LIMITATIONS** – During any calendar month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.
- 8) **PAR VALUE OF A SHARE** – the par value of a share in this account is \$25.00.

6.17 Kasasa Cash Back Checking

Kasasa Cash Back Checking is a free checking account that earns 2%*Cash Back on all qualifying purchases. Qualifying accounts* also receive ATM fee reimbursements up to \$10/month. There are no minimum balance requirements. A \$100 deposit is needed to open the account. Limit one account per social security number. This account earns no interest. *To earn your rewards the following must occur each monthly qualification cycle: have at least 10 signature based debit card purchases over \$10 post and

settle; have a bill pay transaction or direct deposit; and, receive e-statements. 2% Cash back applies to credit-based purchases up to \$1,000. Maximum cash back per qualification cycle is \$20. ATM refunds up to \$10 when qualifications are met.

6.18 Kasasa Cash Checking

Kasasa Cash Checking is a high dividend rate free checking account with no monthly minimum balance requirements although a \$100 deposit is necessary to open the account. Limit one account per social security number.

1) RATE INFORMATION

- a. 3.51% APY on balances up to \$10,000 on qualifying accounts.
- b. The dividend rate on balances over \$10,000 varies with prevailing market interest rates on qualifying accounts.
- c. 0.05% on the total balance for accounts that do not qualify.

2) BENEFITS FOR QUALIFIED ACCOUNTS (See (b) Qualifications below)

- a. High dividend rates (See (a) RATE INFORMATION, above)
- b. FREE Online Banking, Mobile Banking, and Access-24
- c. FREE E-Statements, Email notices, and Mobile text alerts
- d. FREE Online Bill Pay
- e. Overdraft protection with Opt-in.
- f. REFUND of ATM fees up to \$10 per qualification cycle.

3) QUALIFICATIONS

In each monthly cycle, the account must have the following:

- a. A minimum of 10 signature based debit card purchases over \$10 that post and clear over
- b. Receive E-Statements
- c. Have at least one direct deposit, automatic payment, or online bill pay post and clear

6.19 Kasasa Giving Checking

Kasasa Giving Checking is a free checking account with no monthly minimum balance requirement that enables you to make charitable contributions based on your debit card usage. A \$100 deposit is necessary to open the account.

1) BENEFITS FOR QUALIFIED ACCOUNTS

- a. For every qualifying debit card transaction that post and clear the account a contribution will be made to an approved charitable organization of your choice.
- b. The credit union supplies a list of qualified charities you may elect to support with your contributions.
- c. Contributions are made from the interchange fee the credit union receives from the debit card processor, not from funds in your account.
- d. Refund of ATM fees up to \$10 per month

2) QUALIFICATIONS

In each monthly cycle, the account must have the following:

- a. A minimum of 10 signature based debit card purchases over \$10 that post and clear.
- b. Receive E-Statements
- c. Have at least one direct deposit, automatic payment, or online bill pay post and clear

6.25 OVERDRAFT PRIVILEGE (ODP)

(See Sections 6.21, 6.22(a), 6.23(a)) Overdraft Privilege is a privilege that members must earn and may lose if the privilege is abused. After maintaining a checking account for a minimum of 30 days and regular deposits are made to the account, the credit union may choose to add this privilege to your checking account.

A limit will be established for your account to be permitted to overdraw. An overdraft may occur if you authorize a transaction to be paid (i.e write a check, use your debit card, have a pre-authorized payment to be made) if the amount of money available in your share draft/checking account is not sufficient to pay the authorized transaction. You agree to pay a fee for each transaction (check, ACH, pre-authorize draft, etc) paid through Overdraft Privilege called an "NSF- ODP Fee." If there is not sufficient available funds, plus any ODP limit available to pay the transaction, the transaction may be rejected and returned Non-Sufficient Funds (NSF) and a fee charged to your account.

You agree to bring the account back to at least a zero (\$0.00) balance within thirty (30) days of the account being overdrawn. You understand that this privilege may be revoked for various reasons, including but not limited to: Not bringing the account to a positive balance within 30 days, having excessive NSF items returned after reaching the maximum overdraft limit, or your loan account(s) are past due more than 15 days.

6.50 MONEY MANAGER SAVINGS ACCOUNT

- 1) RATE INFORMATION** – The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.
- 2) COMPOUNDING AND CREDITING** – Dividends will be compounded and credited monthly
- 3) DIVIDEND PERIOD** – For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of the dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, which for the example above, is January 31.

- 4) **MINIMUM BALANCE REQUIREMENTS** – The minimum balance required to open this account is \$100.00.
- 5) **AVERAGE DAILY BALANCE COMPUTATION METHOD** – Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.
- 6) **DEPOSITS** – Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.
- 7) **TRANSACTION LIMITATIONS** – Six (6) transaction limitations apply to this account. During any month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union and you may be assessed a fee for each transaction over six (6) in a month.

6.60 MONEY MANAGER CHECKING ACCOUNT

- 1) **RATE INFORMATION** – The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.
- 2) **COMPOUNDING AND CREDITING** – Dividends will be compounded and credited every month.
- 3) **DIVIDEND PERIOD** – For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of the dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, which for the example above, is January 31.
- 4) **MINIMUM BALANCE REQUIREMENTS** – The minimum balance required to open this account is \$100.00. You must maintain a minimum average daily balance of \$100.00 in your account to obtain the disclosed annual percentage yield (APY).
- 5) **AVERAGE DAILY BALANCE COMPUTATION METHOD** – Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.
- 6) **ACCRUAL DAILY BALANCE ON NONCASH DEPOSITS** – Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.
- 7) **TRANSACTION LIMITATIONS** – Six (6) transaction limitations apply to this account. During any month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union and you may be assessed a fee for each transaction over six (6) in a month.

6.70 MONEY MANAGER – GOLD MEDALLION

- 1) **RATE INFORMATION** – The dividend rate yield is based upon maintaining a minimum of \$10,000.00 in the account at all times. If the account balance drops below \$10,000.00 at any time during the month, the account earns a significantly lower rate for the entire month and a fee may be charged. The dividend rate and annual percentage yield (APY) may change at any time.
- 2) **COMPOUNDING AND CREDITING** – dividends will be compounded and credited monthly.
- 3) **DIVIDEND PERIOD** – For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of the dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, which for the example above, is January 31.
- 4) **MINIMUM BALANCE REQUIREMENTS** - The minimum balance required to open this account is \$10,000.00. You must maintain a minimum average daily balance of \$10,000.00 in your account to obtain the disclosed annual percentage yield (APY). If the balance drops below \$10,000.00 a fee may be charged. (See Section 7.00 Fee Schedule.)
- 5) **AVERAGE DAILY BALANCE COMPUTATION METHOD** – Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.
- 6) **ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS** – Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.
- 7) **TRANSACTION LIMITATIONS** - Six (6) transaction limitations apply to this account. During any month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union and you may be assessed a fee for each transaction over six (6) in a month.

6.80 INDIVIDUAL RETIREMENT ACCOUNT (IRA)

- 1) **RATE INFORMATION** – The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.
- 2) **COMPOUNDING AND CREDITING** – Dividends will be compounded and credited quarterly.

- 3) **DIVIDEND PERIOD** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of that dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, which for the example above, is March 31.
- 4) **MINIMUM BALANCE REQUIREMENTS** – The minimum balance required to open this account is \$100.00.
- 5) **AVERAGE DAILY BALANCE COMPUTATION METHOD** – Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar quarter.
- 6) **ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS** – Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.
- 7) **TRANSACTION LIMITATIONS** – You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

6.85 KIDZ (YOUTH SAVINGS) ACCOUNT

Requirements: The member must be less than 18 years of age. At age 18 the account may be converted to a Regular Shares Account. (See Section 6.10.) The account may be converted to a regular shares account at any time if the account is held in the name of a minor, but is being used primarily by a non-minor in order to avoid fees, earn higher rates, etc. This account is for minor children to learn about money and savings.

- 1) **RATE INFORMATION** – The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.
- 2) **COMPOUNDING AND CREDITING** - Dividends will be compounded and credited quarterly.
- 3) **DIVIDEND PERIOD** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of that dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, which for the example above, is March 31. If you close your share account before dividends are paid, you will not receive the accrued dividends.
- 4) **MINIMUM BALANCE REQUIREMENTS** – The minimum balance to open this account is \$25.00.
- 5) **AVERAGE DAILY BALANCE COMPUTATION METHOD** – Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar quarter.
- 6) **ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS** – Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.
- 7) **TRANSACTION LIMITATIONS** – There are no transaction limitations.

6.90 CHRISTMAS CLUB ACCOUNT

- 1) **RATE INFORMATION** – The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.
- 2) **COMPOUNDING AND CREDITING** - Dividends will be compounded and credited quarterly.
- 3) **DIVIDEND PERIOD** – For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of that dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, which for the example above, is March 31. If you close your share account before dividends are paid, you will not receive the accrued dividends.
- 4) **MINIMUM BALANCE REQUIREMENTS** – The minimum balance to open this account is \$25.00.
- 5) **AVERAGE DAILY BALANCE COMPUTATION METHOD** – Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar quarter.
- 6) **ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS** – Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.
- 7) **TRANSACTION LIMITATIONS** – You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic order or instruction, or similar order to a third party.
- 8) **PENALTY FOR WITHDRAWAL(S)** – If any withdrawals are made from this account between January 1 and September 30 a fee may be charged (See Section 7.00 Fee Schedule) and this account may be closed. Your account may be closed and the proceeds deposited to an interest bearing account if you maintain less than \$50.00 in the account. The club funds are paid out approximately November 15, annually.

6.95 CERTIFICATES OF DEPOSIT

- 1) **AVERAGE DAILY BALANCE COMPUTATION METHOD** – Interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is monthly.
- 2) **ACCRUAL OF INTEREST ON NONCASH DEPOSITS** – Interest will begin to accrue on the business day you deposit non-cash items (for example, checks) to your account.
- 3) **TRANSACTION LIMITATIONS** – You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- 4) You can only withdraw interest credited in the compounding period (i.e., monthly, quarterly) without penalty. You can withdraw interest anytime during the term of crediting after interest is credited to your account. For example, the initial deposit is \$10,000.00. At the end of the first compounding period, \$100.00 interest is credited to the certificate. You may withdraw \$100.00 without penalty prior to the next compounding period. Assuming no withdrawals are made, at the next compounding period \$110.00 is credited to the \$10,100.00 certificate and interest is determined for \$10,210.00. During this third term you may withdraw \$110.00 without penalty, but you may not withdraw the \$100.00 interest credited in the second compounding period without paying a penalty. This interest withdrawal limitation does not apply if you have made arrangements to have interest paid to you or to another account in lieu of having it credited to this account.
- 5) **EARLY WITHDRAWAL PENALTIES** – A penalty may be imposed for withdrawals before maturity. We may require the maturity of the entire certificate.

If your account:

- a. has an original maturity of **up to 185 days**, the penalty we may impose will equal 90 days interest on the amount withdrawn subject to penalty.
- b. has an original maturity of **more than 185 days (6-months) but less than 731 days (2-years), (edited November 1, 2016)**, the penalty we may impose will equal 180 days interest on the amount withdrawn subject to penalty.
- c. Has an original maturity of **more than 731 days (2-years)**, the penalty we may impose will equal 365 days of interest on the amount withdrawn subject to penalty, **whether earned or not.** (edited November 1, 2016)

There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty. If this account is part of an IRA or other tax qualified plan no penalty is assessed for one Minimum Mandated Withdrawal annually. One withdrawal per year or during the life of the certificate may be made to pay for major medical expenses for an owner of the account. Verification of major medical expenses or check payable to the provider of medical services may be required. For any account which earns an interest rate that may vary from time to time during the term, the interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal.

- 6) **WITHDRAWAL OF INTEREST PRIOR TO MATURITY** – The annual percentage yield (APY) is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.
- 7) **AUTOMATICALLY RENEWABLE ACCOUNT** – This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you of your intention not to renew before maturity or you withdraw the funds in the account at maturity, or within the grace period. We can prevent renewal if we mail notice to you at least 30 days before maturity. If either you or we prevent renewal, your deposit will be placed in a dividend-bearing account.
- 8) **GRACE PERIOD** – You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. **Interest is not earned on funds withdrawn during the grace period. If the certificate is withdrawn during the ten (10) day grace period, only the certificate amount is paid. Interest is not paid from the date of maturity until the date withdrawn when withdrawn during the grace period.**
- 9) **RATE INFORMATION** – The interest rate on your account is listed on the Certificate listing both the Rate and the Annual Percentage Yield (APY). At maturity, the interest rate and annual percentage yield (APY) may change. "Rate" refers to the factor by which dividends are calculated. "Yield" refers to the effects of compounding earned interest over the term of the contract.
- 10) **MINIMUM BALANCE REQUIREMENTS** – The minimum balance required to open this account and maintain the stated rate and annual percentage yield (APY) is stated in the certificate. If the certificate is reduced to less than the required minimum we may reduce the rate and annual percentage yield (APY) to the prevailing rate or maintain the rate at the existing certificate rate, whichever is less.
- 11) **TIME REQUIREMENTS** – The date the certificate will mature is listed in the certificate.
- 12) **COMPOUNDING FREQUENCY** – Options for compounding frequency are monthly, quarterly or at maturity and is listed on the certificate.
- 13) **CREDITING FREQUENCY** – Interest will be credited to your certificate account monthly unless otherwise noted on your Certificate, in which case, the options are quarterly or at maturity.

You may choose to have interest paid to you by check or deposited to a different account rather than crediting the certificate account.

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6.99 YOUR ACCOUNT INFORMATION

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement. Dividends are declared at the end of each calendar quarter by the Board of Directors. No dividend is guaranteed, except for dividends disclosed in a contract certificate of deposit.

APY = Annual Percentage Yield

AS OF THE LAST DIVIDEND DECLARATION DATE,

REGULAR SAVINGS

The dividend rate is _____% with an APY of _____%.

VANTAGE AND ADVANTAGE CHECKING

The dividend rate is _____% with an APY of _____%.

VALUE CHECKING	No dividend paid
LIBERTY CHECKING	No dividend paid
FREEDOM CHECKING	No dividend paid

MONEY MANAGER SAVINGS ACCOUNT

Balance \$100-\$24,999.99

Dividend rate: _____% with an APY of _____%

Balance \$25,000 and Above

Dividend rate: _____% with an APY of _____%

MONEY MANAGER CHECKING ACCOUNT

Balance \$100-\$24,999.99

Dividend rate: _____% with an APY of _____%

Balance \$25,000 and Above

Dividend rate: _____% with an APY of _____%

MONEY MANAGER - GOLD MEDALLION

Balance \$100-\$10,000

Dividend rate: _____% with an APY of _____%

Balance \$10,000.01-\$24,999.99

Dividend rate: _____% with an APY of _____% Balance \$25,000-\$49,999.99

Dividend rate: _____% with an APY of _____%

Balance \$50,000-\$74,999.99

Dividend rate: _____% with an APY of _____%

Balance \$75,000 and Above

Dividend rate: _____% with an APY of _____%

IRA SHARES ACCOUNT

The dividend rate is _____% with an APY of _____%.

KIDZ (YOUTH SAVINGS) ACCOUNT

The dividend rate is _____% with an APY of _____%.

CHRISTMAS CLUB ACCOUNT

The dividend rate is _____% with an APY of _____%.

CERTIFICATES OF DEPOSIT (see Section 6.95.)

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7.00 FEE SCHEDULE

Refer to this schedule for fees assessed by Texoma Community Credit Union.

TCCU reserves the right to change any or all fees listed here without notice. The fees listed here are for informational purposes only. TCCU is not responsible for typographical errors or fees updated and published elsewhere.

- 1) \$30.00 Insufficient Funds Fee (Check, ACH, debit card, ATM card, etc.)
- 2) \$30.00 Overdraft Privilege (ODP) Fee (Assessed on each item paid)
- 3) \$30.00 Returned item (NSF) for TCCU loan payment
- 4) \$30.00 Stop payment on check or ACH
- 5) \$30.00 Item deposited/cashed returned unpaid (1 item/mo, no charge)
- 6) \$30.00 Research/Reconciliation of accounts (\$30/hour, 1 hour minimum)
- 7) \$75.00 Impound Fee (Liens, Levies, Judgments, Warrants, Child Support, etc.)
- 8) \$50.00 Closing a share account within 90 days of opening
- 9) \$50.00 Re-opening closed account
- 10) \$25.00 Change joint owner on account (first 3 changes are free)
- 11) \$50.00 Overnight mail delivery (USPS, Fed Ex, UPS, etc.)
- 12) \$50.00 International Wires (if available)
- 13) \$25 .00 Western Union wire transfer
- 14) \$20.00 Wire transfer to another institution
- 15) \$25.00 Collection items (outgoing/incoming)
- 16) \$10.00 Check by phone or credit card loan payment
(from another financial institution)
- 17) \$10.00 Credit Card loan payment refund if due to member error
- 18) \$15.00 Money Market Gold Accounts *(if balance drops below \$10,000)*
- 19) \$ 2.00 Automatic Overdraft Protection transfer from shares
- 20) \$ 5.00 Money Market Savings/Checking/Gold transactions
(each withdrawal after 6, per month)
- 21) \$5.00 Per withdrawal from Special Savings or Christmas Club
(except annual distribution)
- 22) \$10.00 Vantage / Advantage Checking monthly *(if balance drops below \$750)*
- 23) \$5.00 Value Checking monthly (Plus 40¢ per check, over 10 checks per month)
- 24) \$5.00 Debit MasterCard replacement
- 25) \$5.00 Temporary Checks *(up to 12 checks)*
- 26) \$5.00 Photocopy of check *(per check, see note 1)*
- 27) \$5.00 Photocopy/Printout account activity *(up to 5 pages, see note 1)*
- 28) \$5.00 Statement returned undeliverable or USPS address change
(each undelivered item)
- 29) \$5.00 Mailed paper statement fee
- 30) \$5.00 ACH item origination fee *(one time charge)*
- 31) \$5.00 Automatic check disbursement *(monthly fee)*

32)	\$1.00	ATM transactions at foreign machine (Non-TCCU Atm)
33)	\$10.00	Share minimum balance fee-monthly (<i>if balance drops below \$25</i>)
34)	\$1.00	Excessive share withdrawals (<i>over 4/month</i>)
35)	\$1.00	Telephone inquiry or transfer (free via <i>Access 24 – call 855-2828</i>)
36)	\$1.00	Teller Check (for ordinary payments, utilities, car pmt, etc.)
37)	\$5.00	Cashier's Check (aka Certified Funds) (guaranteed payment)
38)	\$.50	Money Order
39)	\$5.00	Dormant account (per month)
40)	\$5.00	Inactive bill pay fee
41)	\$5.00	Notary Service, per each notary seal
42)	\$150	Safe Deposit Box Drilling Fee
43)	5%	(of payment) Loan payments 10 days late
44)	10%	Self-serve coin counting machine, non-members (10% of total)
45)	3%	Self-serve coin counting machine, TCCU member (3% of total)
46)	3%	Debit/Credit card loan payment (from another financial institution)
47)	3%	Debit/Credit card loan payment refund if due to member error
48)	1.5%	Debit Card international transaction fee (Up to this amount)

NOTE: 1. Account printouts are free via self-service internet banking

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Texoma Community Credit Union
REMOTE CHECK DEPOSIT SERVICE AGREEMENT

- 1.0 Service and Service Terms.** The following terms and conditions apply to Texoma Community Credit Union's (TCCU) **REMOTE CHECK DEPOSIT SERVICE (Service)**. Member accepts and agrees that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of TCCU account handbook and applicable service terms are incorporated into this agreement by reference.
- 2.0 Overview and definitions.** This Agreement states the terms and conditions by which Texoma Community Credit Union (Credit Union) will deliver to Member, the Service, as described below.
- 2.1 "Member"** means a person that has a membership with Texoma Community Credit Union.
- 2.2 "Business Day"** means any day which the Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday or Federal holidays.
- 2.3 "Scanner"** means any device acceptable to Credit Union, that provides for the capture of images from original items and for transmission through a clearing process.
- 2.4 "Item"** means a check, a paper item, or an electronic item (i.e. an electronic image of an item together with information describing that item). Acceptable items include personal checks, government checks, business checks, money orders, traveler's checks and cashiers or certified checks drawn on a US financial institution and in US funds. It is understood that Member will only be transmitting electronic images of the front and back of items. In order for an item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the item with the following words: "For remote deposit only to TCCU -Account # _____", with the correct account number inserted and signed by the payee.
- 2.5 "Service"** means the specific Remote Check Deposit Service provided by Credit Union. The Service shall only be provided for items received for personal, family or household purposes that are being deposited into an account at Texoma Community Credit Union.
- 2.6 "Service Start Date"** means the date that the Service is first utilized by the Member.
- 2.7 "Technology"** means Credit Union or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through scanners, utilizing software and hardware provided by or acceptable to Credit Union, and are proprietary access points to payment processing networks and systems used to complete the clearing of items. Technology may include but is not limited to Member service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by Credit Union or its subcontractors and used in the provision of Services hereunder.
- 2.8 "Access Systems"** means all services, hardware, software and other technology (including high speed Internet access service) necessary to access the Service.
- 2.9 "Subcontractors"** means any third party service provider of the Service.
- 2.10 "Term"** shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.
- 3.0 Member Obligations; Suspension of Service.**
- 3.1 Member Responsibilities.** To access your account(s) with the Credit Union, Member must have an eligible checking account with the Credit Union, and have an established high speed Internet email address. When using the Service, Member shall provide, at Member's sole cost and expense, all Access Systems and Member shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems. The Member is responsible for providing a valid Internet email address. The Credit Union is not responsible for any error or failures from any malfunction of any Access Systems, and the Credit Union is not responsible for any computer virus or related problems that may be associated with the access to or use of the Service. Credit Union does not guarantee that the Service will be compatible with all computer systems and Internet browsers, routers or firewalls. Further, Credit Union does not and cannot control the flow of data to or from Credit Union's network, its service provider's networks or other portions of the Internet. Accordingly, Credit Union cannot guarantee that Member's connection to the Internet will not be impaired or disrupted, and Credit Union hereby disclaims any and all liability resulting from or related to such events.
- 3.2 Withdrawal of Access/Suspension of Service.** Credit Union reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, in its sole discretion, without notice if Credit Union believes Member is in breach of this Agreement or otherwise using or accessing the Service inconsistent with the terms and conditions hereof. Further, Credit Union or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.
- 3.3 Handling of Transmitted Items.** Member shall be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using the Service and indemnifies and holds Credit Union harmless from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically using the Service, or (ii) for any Items being submitted for deposit or presented for payment more than once. There are no laws or regulations that state how long original items should be retained prior to destruction, therefore, retention timeframes are set at the Member's discretion.
- 3.4 Account Statement Examination.** Unless Member notifies Credit Union of any errors to deposits made through the Service within 60 days after the applicable account statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Service shall be deemed to be correct.
- 3.5 Processing of Items.** Images of items transmitted by Member are not considered received by Credit Union until Member has received an electronic confirmation of the receipt of the deposit from Credit Union. However, receipt of the confirmation from Credit Union does not mean that the transmission was error free or complete. **Items transmitted by the Member and received by Credit Union or its subcontractors by 3:00 p.m. Central Time Monday through Friday, shall be processed on the same Business Day. Items received by Credit Union after 3:00 p.m. Central Time on any Business Day shall be processed on the next successive Business Day.**

- 3.6 Funds Availability.** Deposited funds will be available in accordance with the Funds Availability Policy disclosure. Any crediting of the Member's account for items deposited via this Service is provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original or a substitute check as the charged-back item. Any dishonored item is subject to a fee according to the Credit Union Fee Schedule at the time of the return.
- 3.7 Remote Deposit Capture (RDC)** is a feature of the premium mobile app services. As such Member agrees to a \$1 monthly charge for the convenience of this premium product. A free version is available by typing texomacu.com in your smart device's browser. The free version does not include the mobile deposit feature.

4.0 Warranties and Disclaimers

- 4.1** Member shall not use the Service in any way that could potentially harm Credit Union's network or sites, or the network or sites of its third party service providers. Member shall not nor shall they permit or assist others to abuse or fraudulently use the Service. Member shall not use the Service in any way that: (i) transmits any item or other materials via the Service that is deceptive or fraudulent; (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity); (iii) transmits or distributes any viruses, worms, time bombs, Trojan horses, or other destructive software of devices; (iv) attempts to break or circumvent security, or in fact, breaks or circumvents security of any computer network of Credit Union, its subcontractors or service providers. The applicable laws of the State of Texas will prevail in governing any disputes.
- 4.2 Disclaimer.** Credit Union warrants that the Service shall be performed in a professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND CREDIT UNION HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

5.0 LIMITATION OF LIABILITY

- 5.1 LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE CREDIT UNION NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF YOUR USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS SUBCONTRACTORS OR SERVICE PROVIDERS, AS WELL AS MEMBER'S USE OF THE SERVICE, EQUIPMENT, SCANNERS, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL THE CREDIT UNION OR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER OR CREDIT UNION IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT, SCANNERS OR SOFTWARE.

6.0 Termination.

- 6.1 Termination.** Credit Union may immediately terminate the Service or any portion of the Service if Credit Union determines that such Service or portion of any Service is in violation of any law or regulation, or in its sole discretion and with notice, decides to cease providing this Service. Except in the event of emergency or to safeguard Credit Union's accounts, networks or systems, Credit Union shall give written notice of such termination or access limitation, which may be given by Internet secure message, or sent to you at the address shown on our records, or sent to you by electronic mail message (email). Member may terminate the Service with notice to Credit Union in person, by phone, written notification through postal mail or by electronic mail message (email). No minimum time is required by the member for notification to Credit Union.

7.0 Miscellaneous Provisions.

- 7.1 Notices.** Member agrees that any notices required or permitted under this Agreement may be given electronically.
- 7.2 Governing Law.** This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the State of Texas.
- 7.3 Subcontractors.** Credit Union may use third party service providers to provide some or all of the Service under this Agreement on behalf of Credit Union.
- 7.4 Amendments.** Unless applicable law provides otherwise, this Agreement may be amended by notice sent electronically or by mail to Member at Member's last address known to Credit Union to be effective not less than thirty (30) days after the day transmitted or mailed. Credit Union shall not be bound by any modification of this Agreement unless Credit Union expressly agrees to the modification in writing. Member shall have the right to terminate the Agreement prior to the effective date of the amendment. By choosing to continue using the Service, Member will accept the amendments. This Agreement supersedes all prior agreements and amendments.
- 7.5 Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.